




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>


1151623 - R8 SDMS

Ref: 8ENF-L

January 12, 2009

Margo Ramage
Eisenstein Malanchuk, LLP
1048 Potomac Street NW
Washington, DC 20007

RE: Gilt Edge Mine Site
Lawrence County, South Dakota

Dear Ms. Ramage:

Enclosed are copies of insurance related documents we found abandoned at the Gilt Edge Site. As additional documents are discovered, I will forward them on to you. Thank you for your assistance in this matter. If you have any questions, please call me at 303-312-6904.

Sincerely,



Andrea Madigan
Enforcement Attorney

Enclosures
Cc: Stephen Keim, OSRE



Printed on Recycled Paper

RELIANCE NATIONAL INDEMNITY COMPANY
MADISON, WISCONSIN

APPLICATION FOR POLLUTION LEGAL LIABILITY INSURANCE
(Include 10K report, annual report, and flow chart of process if available.)

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY

1. NAMED INSURED (Include All Subsidiary Companies to be Covered):

Brohm Mining Corporation

CONTACT NAME: Dale Shay TITLE: Director of Environmental Affairs

EPA IDENTIFICATION NUMBER(S): N/A

POST OFFICE ADDRESS: P.O. Box 485, Deadwood, S.D.

TELEPHONE: (605) 578-2107

LOCATIONS TO BE COVERED: Gilt Edge Mine

2. NAMED INSURED IS:

Partnership ☒ Corporation Joint Venture Other

3. HOW LONG HAS THE NAMED INSURED BEEN IN BUSINESS? Since 1987

4. SALES:

A) ESTIMATED (Ensuing Year): 1996 \$10.1 million

B) LAST 5 YEARS: 19 95 19 94 19 93 19 92 19 91
\$1.6 million \$1.0 million \$3.7 million \$9.4 million \$11.1 million

5. DESCRIBE THE PAST USES OF THE LOCATION(S), INCLUDING ANY INACTIVE OR CLOSED LANDFILLS OR SURFACE IMPOUNDMENTS:

Open pit heap leach gold and silver mine started in 1987. Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.

6. DESCRIBE THE FACILITY OPERATIONS, INCLUDING MANUFACTURING OR PRODUCTION PROCESSES AND ANY WASTE TREATMENT OR DISPOSAL ACTIVITIES. (Attach A Site Diagram Outlining Buildings, Storage Areas, Tanks, Etc.):

Acid mine drainage is treated on-site in a water treatment facility. The process utilized for treatments is a modified base amendment/iron co-precipitation process. The system is designed to process AMD at 300 gpm discharge rate. All effluent discharge meets all state and federal standards, a diagram of the facility is attached. (Rider C)

7. PLEASE LIST: A. RAW MATERIALS USED AT LOCATION:
 B. PROCESS MATERIALS USED AT LOCATION
 (Plating agents, degreasers, heat treating agents, cleaning solvents, etc.):
 (Please use additional sheet if space provided is insufficient.)

DESCRIPTION	QUANTITY OF MATERIAL			METHOD OF STORAGE	
	PER YEAR	ANY ONE TIME	DRUM	UNDERGROUND TANK	ABOVEGROUND TANK
See Rider 1	(attached)				

8. HAS THERE BEEN ANY CHANGE IN PROCESS DURING THE LAST 5 YEARS THAT HAS ALTERED (LESSENERD OR INCREASED) THE RISK OF POLLUTION LIABILITY? YES X NO

IF SO, GIVE DETAILS: _____

9. DO YOU HAVE AN ENVIRONMENTAL SAFETY COMMITTEE OR ANY EMPLOYEES VESTED WITH SPECIFIC RESPONSIBILITY FOR ENVIRONMENTAL CONTROL? X YES NO

IF SO, DESCRIBE THEIR DUTIES AND TO WHOM THEY REPORT: The Director of Environmental Affairs and his assistant report to the General Manager who has overall site responsibility for production, administrative and environmental matters.

10. ARE THERE ANY STATUTES, STANDARDS, OR OTHER CITY, STATE AND FEDERAL REGULATIONS RELATING TO THE PROTECTION OF THE ENVIRONMENT WHICH APPLY TO ANY LOCATION WITH WHICH YOU CANNOT AT PRESENT COMPLY? YES X NO

IF SO, GIVE DETAILS: _____

11. EFFLUENT TREATMENT AND DISCHARGE:

COMPOSITION	TREATMENT PROCESS	DISCHARGE TO	HOW MANY YEARS	QTY/YR
Acid Mine drainage	Iron co-precipitation	Strawberry Creek	.25	30 million gallons

12. SEMI-SOLID AND SOLID WASTE DISPOSAL:

A. ON-SITE DISPOSAL (Landfill, Surface Impoundment, Deepwell Injection, Etc.)

COMPOSITION	QTY/YR	DISPOSAL METHOD	EPA/STATE PERMITTED
N/A			

FOR LANDFILLS OR SURFACE IMPOUNDMENTS, INDICATE SIZE, TYPE OF LINER, ANY MONITORING WELLS, LEACHATE COLLECTION.

B. OFF-SITE DISPOSAL

<u>COMPOSITION</u>	<u>ON-SITE STORAGE METHOD</u>	<u>LENGTH OF STORAGE</u>	<u>QTY/YR</u>	<u>DISPOSAL FACILITY</u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

13. TRANSPORTER INFORMATION:

	<u>1</u>	<u>2</u>	<u>3</u>
NAME OF WASTE HAULER	<u>N/A</u>	<u></u>	<u></u>
EPA ID #	<u></u>	<u></u>	<u></u>
STATE ID #	<u></u>	<u></u>	<u></u>

14. AIR EMISSIONS:

NATURE:

COMPOSITION:

TOXIC GASES & VAPORS	<u>N/A</u>
IRRITANT GASES	<u>N/A</u>
MALODOROUS GASES & VAPORS	<u>N/A</u>
ASPHYXIANTS	<u>N/A</u>
AEROSOLS	<u>N/A</u>
DUST & ASH	<u>N/A</u>
VOLUME PER YEAR (WHERE KNOWN)	<u>N/A</u>

DESCRIBE METHODS AND EQUIPMENT USED FOR COLLECTION AND TREATMENT OF POLLUTING AIR EMISSIONS:

N/A

15. THE LOCATION'S SURROUNDING ENVIRONMENT:

A. PLEASE DESCRIBE THE PROPERTIES IMMEDIATELY ADJACENT TO THE LOCATION(S) TO BE COVERED:

Blackhills National Forest and Associated Forest Plant Community

B. PLEASE DESCRIBE THE NATURE OF OTHER INDUSTRIES LOCATED WITHIN A RADIUS OF 3 MILES: Homestake Mining Company (the oldest gold mine in North America) is located

16. ADDITIONAL INFORMATION: (SEE INFORMATION PREVIOUSLY SUBMITTED)

- A. PLEASE ATTACH THE LATEST MONITORING RESULTS FOR FACILITY EFFLUENT DISCHARGES, AIR EMISSIONS, LANDFILLS OR SURFACE IMPOUNDMENTS. (See Rider B)
- B. PLEASE ATTACH A SCHEDULE OF ALL STORAGE TANKS INCLUDING THE FOLLOWING INFORMATION: CAPACITY, AGE, ABOVE OR BELOW GROUND, SPILL CONTAINMENT METHODS, CONTENTS, STEEL OR FIBERGLASS, TYPE OF INVENTORY CONTROL, TESTING METHODS.

17. RECORD:

- A. HAVE YOU DURING THE LAST 5 YEARS BEEN PROSECUTED FOR CONTRAVENTION OF ANY STANDARD OR LAW RELATING TO THE RELEASE FROM THE LOCATION OF A SUBSTANCE INTO SEWERS, RIVERS, SEA, AIR OR INTO LAND? YES X NO

IF YES, GIVE DETAILS: _____

- B. PLEASE DESCRIBE ANY POLLUTION CLAIMS DURING THE LAST 5 YEARS (IF NONE, PLEASE SO STATE): None

- C. AT THE TIME OF SIGNING THIS APPLICATION, ARE YOU AWARE OF ANY CIRCUMSTANCES WHICH MAY REASONABLY BE EXPECTED TO GIVE RISE TO A CLAIM UNDER THIS POLICY? YES X NO

IF YES, GIVE DETAILS: _____

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

*NOTICE TO NY APPLICANTS:

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: Brohm Mining Corporation

By: Robert R. Gilmore (Title) Date: 11/28/95
Robert R. Gilmore, Vice President

Agent/Broker: Marsh & McLennan, Incorporated

Address: 1050 17th Street, Suite 900

 Denver, Colorado 80265

Rider 1

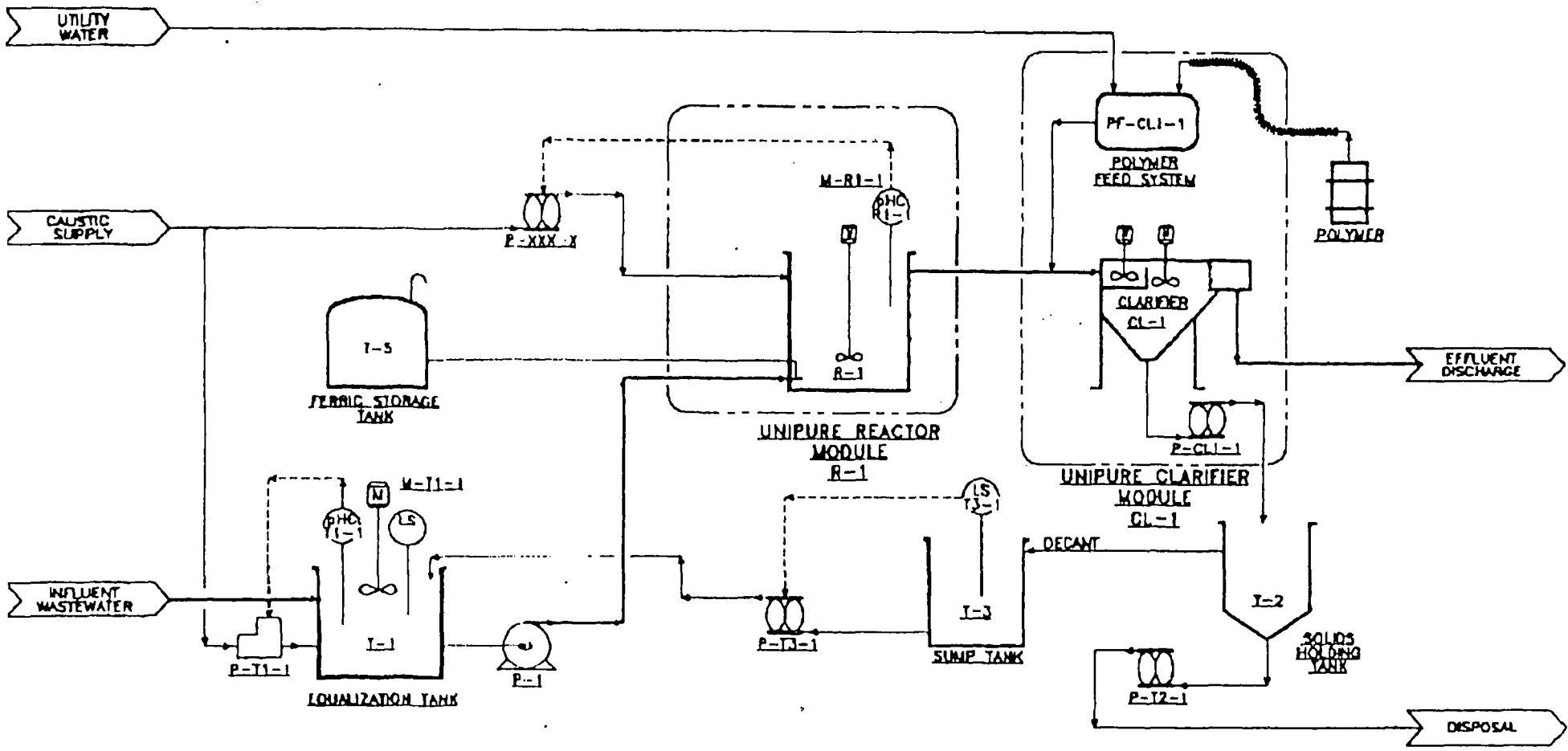
<u>Tank No.</u>	<u>Construction</u> <u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>AST or UST</u>	<u>Secondary</u> <u>Containment</u>
N/A	Hyd. Peroxide	8,000 gal.	N/A	AST	None
1 & 2	Hyd. Peroxide	10,000 gal.	3 yrs.	AST	None
3 & 4	Liquid Propane	18,000 gal.	7 yrs.	AST	None
	Liquid Propane	9,000 gal.	6 yrs.	AST	None
N/A	Diesel Fuel	10,000 gal.	N/A	AST	bermed/lined
N/A	Gasoline	1,000 gal	N/A	AST	bermed/lined
N/A	Cyanide	25,000 gal.	New	AST	Concrete pad and berm
N/A	Caustic Soda	5,000 gal.	New	AST	Concrete
N/A	Ferric Chloride	5,000 gal.	New	AST	Concrete

LOCATION	DATE	TIME	CONDUCT- IVITY	HARDNESS	PH	SOLIDS DISSOLVE	SOLIDS SUSPEND	TURBIDITY	ALKALINITY BICARBONATE	CARBONATE CHLORIDE	CYANIDE TOTAL	CYANIDE WAD	CYANIDE FREE	FLUORIDE	NITROGEN AMMONIA	NITROGEN NITRATE	NITROGEN NITRITE	SULFATE
001	09/05/95			772	7.71		(10.0				(.010	(.010			0.101	3.96	(.050	
001	09/11/95			252	8.02		(10.0											
001	09/18/95			570	7.69		(10.0				(.010	(.010			0.085	3.35	(.050	
001	09/25/95			360	7.86		(10.0											

LOCATION	DATE	TIME	ALUMINUM		ANTIMONY		ARSENIC		BARIUM		BERYLLIUM		BORON		CADMIUM		CALCIUM		CHROMIUM		COBALT	
			DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL
001	09/05/95			0.285				(.005			(.001				0.005	248				0.011		
001	09/11/95			0.201											0.001	82.3						
001	09/18/95			0.13											0.005	184						
001	09/25/95			0.103											0.002	114						

LOCATION	DATE	TIME	COPPER		GOLD		IRON		LEAD		LITHIUM		MAGNESIUM		MANGANESE		MERCURY		MOLYBDENUM		NICKEL	
			DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL
001	09/05/95			0.04			(.050			0.001			37.1		1.02		(.0002				0.011	
001	09/11/95			0.007					(.001				11.2									
001	09/18/95			0.058					(.001				26.8									
001	09/25/95			0.016					(.001				18.4									

LOCATION	DATE	TIME	POTASSIUM		SELENIUM		SILICON		SILVER		SODIUM		STRONTIUM		VANADIUM		ZINC		ANION	CATION	%BALANCE	LAB NUMBER
			DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL	DISS.	TOTAL				
001	09/05/95				(.010				0.003									0.067			19950907101	
001	09/11/95																	0.058			19950912202	
001	09/18/95																	0.06			19950921101	
001	09/25/95																	0.052			19950927306	



																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

RELIANCE INSURANCE COMPANY OF ILLINOIS

POLLUTION AND REMEDIATION LEGAL LIABILITY/POLLUTION CLEAN-UP APPLICATION

This is an application for a "claims made and reported" policy—PLEASE READ CAREFULLY

INSTRUCTIONS TO APPLICANTS:

- 1) Answer all questions; please leave no blank spaces. If any questions do not apply, or the answer is "no," please indicate.
- 2) This form should be used as an indication of the type of information that is required. Where space is limited, please use additional referenced pages.
- 3) If this submission includes multiple locations, please answer the questions that pertain to any of the properties and attach a property schedule that identifies location, description and use.
- 4) This application MUST be signed and dated by a duly authorized owner, partner or officer of the company.
- 5) Attach a copy of the company's most recent annual report and a copy of the last two (2) years audited financial statements.

original Box 12 into Box 14

1) DETAILS OF THE INSURED

Name of Applicant: Brohm Mining Corp.

Mailing Address: P.O. Box 485, Deadwood, SD 57732

Contact Name: Dale Shay, Director of Environmental Affairs

Telephone Number: (605) 578-2107

2) COVERAGE REQUESTED:

Policy Term:

X 1 year 2 years 3 years

Limits of Liability:

\$ 323,000 Per Loss or Remediation Expense (\$15 million maximum)

\$ 323,000 Aggregate (\$30 million maximum)

Prospective Additional Insured (if any)

Name: The State of South Dakota

3) NAMED INSURED IS:

 Partnership X Corporation Joint Venture Other

4) REVENUES:

Estimated (Ensuing Year): 19 96 : \$ 11.4 million

Last Two Years: 19 95 : \$ 1.6 million 19 94 : \$ 1.0 million

5) Describe environmental risk management controls used prior to acquiring property or making loans. Include firms approved to perform environmental site assessments (attach copies of any environmental risk management procedures):

Prior to acquiring property risk assessments were apparently not conducted. Current
risk assessments have been made by insurance carriers.

6) PROPERTY DESCRIPTION:

Proposed Location:

Name: Gilt Edge Mine

Address: 6 miles south of Deadwood, SD off highway 385

- 7) Total acreage of this property: Total permitted = 406 Total affected = 185
- 8) What structures are currently on this property (i.e. type of building, square footage, age, etc.)? Main office
Building- 4928 sq. ft.; Laboratory- 3200 sq. ft.; Process Plant- 9600 sq.ft.; R.O.
building- 1500 sq. ft.; Contractor shop- 2400 sq.ft.; Crusher Bldg. -960 sq.ft.;
R.O. (new) all others 6 years.; Neutralization Bldg. -1080 sq. ft.; Fire Bldg.-450 sq. ft.
Orofino Bldg.- 1500 sq.ft.; Water Treatment Plant building - 2,000sq.ft.-new construction
- 9) List the current occupants of this property: Brohm Mining Corp.
- 10) How long has present owner controlled or owned this property? Since 1987
- 11) Briefly describe current operations conducted at the site: Open pit heap leach gold and silver mine.
Start-up in 1987. Gold and silver recovery by Merrill-Crowe system. Historic
underground mining and associated mining from late 1800's to 1940's.
- 12) Does this property generate, handle, store or dispose of any hazardous waste or materials? X Yes No
If Yes, please provide the following details. Laboratory waste, centrifuge tubes, etc.
- a. Describe the on-site storage practices and storage areas: Laboratory streams are disposed according
to RCRA standards. Centrifuge tubes stored in RCRA approved drums. CN stored in
RCRA and DOT approved containers.
- b. Describe the disposal methods used: At the present time, there are no plans for disposal of
these wastes, however should disposal be required, RCRA standards would be followed.

c. Describe the waste treatment practices used: Currently wastes except CN, are not treated on site. See a. and b. above for waste handling procedures. CN is treated using a Reverse Osmosis System.

d. Identify effluent discharge points for wastewater and stormwater (attach discharge monitoring results): Brohm Mining Corp. has an approved NPDES permit. Compliance points (2) are located in Ruby Gulch and Strawberry Creek. Recent discharge results are attached.

13) Does this property presently have any aboveground or underground storage tanks? X Yes No

If Yes, please provide the following information:

a. Tank Storage (attach additional table if necessary):

<u>Tank No.</u>	<u>Construction Material</u>	<u>Capacity</u>	<u>Age</u>	<u>AST or UST</u>	<u>Secondary Containment</u>
<u>SEE RIDER 1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

b. Explain any tank inventory control and/or testing methods used: All tanks are above ground in contained and lined areas. They are inspected visually for leaks. Inventory in controlled by the site lead maintenance person. Currently, inventory is always low due to site slow-down.

14) What were the past uses of this property? Since 1987, an open pit heap leach gold and silver mine. Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.

15) Identify any past storage or disposal practices at the site, including any inactive disposal areas: _____

N/A

16) PROPERTY SETTING

a. Provide a description of adjacent properties (North, East, South and West): The property is generally surrounded on all sides by the U.S. Forest Service. Brohm owns or controls the remaining permit areas and adjacent areas.

b. Identify nearby surface water bodies (i.e. streams, lakes, wetlands): Two streams, Ruby Gulch and Strawberry Creek originate on the site and flow to Bear Butte Creek (perennial) approximately 1.5 miles from the site. Both streams are intermittent on the site. No other streams, lakes, or wetlands exist on site.

c. Are there any protected environments in the area (parks, wildlife preserves, etc.)? _____ Yes ☒ No
If Yes, please describe: _____

d. Identify any surface or groundwater uses in the area (drinking wells, etc.): No domestic or commercial uses within 1 mile of the mine property boundaries.

e. Is public water and sewer available? _____ Yes ☒ No

17) a. Have any prior environmental audits been done for this property within the past two years? ☒ Yes _____ No

If Yes, please attach copies as available. Environmental audits conducted by insurance firm.
Unavailable to Brohm Mining Corp.

b. Were any recommendations made or was any action plan concerning environmental issues suggested?
☒ Yes _____ No If Yes, please provide full details as to the recommendations and the status of compliance.
Recommendations are attached. (See Rider A)

18) RECORD:

- a. Have you during the last five (5) years been prosecuted for contravention or violation of any standard or law relating to the release from the location(s) of a substance into sewers, rivers, air or onto land? ☒ Yes ☐ No

If Yes, give details: NOV received from SD-DENR for the accidental spill of CN in 1989.
NOV from SD-DENR for release of acid mine drainage in 1993.

- b. Please describe any pollution claims during the last five (5) years (if none, please so state): None

- c. At the time of signing this application, are you aware of any circumstances which may reasonably be expected to give rise to a claim under the policy? ☐ Yes ☒ No

If Yes, give details: _____

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

***NOTICE TO NEW YORK APPLICANTS:**

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: Brohm Mining Corp. Title: _____

Applicant's Signature: Robert R. Gilmore Date: 11/28/95

Robert R. Gilmore, Vice President

Agent/Broker Name: Marsh & McLennan

Agency Name and Address: 1050 17th Street, Suite 900

Denver, Colorado 80265

If an order is received, the application is attached to the policy so it is necessary that all questions be answered in full.

Rider 1

- 13) Does this property presently have any above ground or underground storage tanks:
Yes

a. Tank Storage

<u>Tank No.</u>	<u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>AST or UST</u>	<u>Secondary Containment</u>
N/A	Hyd. Peroxide	8,000 gal.	N/A	AST	None
1 & 2	Hyd. Peroxide	10,000 gal.	3 yrs.	AST	None
3 & 4	Liquid Propane	18,000 gal.	7 yrs.	AST	None
	Liquid Propane	9,000 gal.	6 yrs.	AST	None
N/A	Diesel Fuel	10,000 gal.	N/A	AST	bermed/lined
N/A	Gasoline	1,000 gal	N/A	AST	bermed/lined
N/A	Cyanide	25,000 gal.	New	AST	Concrete pad and berm
N/A	Caustic Soda	5,000 gal.	New	AST	Concrete
N/A	Ferric Chloride	5,000 gal.	New	AST	Concrete

Response and Action Plan for Policy Recommendations

95-5-1 EMCON recommends that Dakota Mining Corporation notify the ECS Pollution Underwriter upon receiving the permit(s) required to begin mining the Anchor Hill reserve at the Gilt Edge Mine. (as applicable)

Response:

ok Brohm Mining Corporation will notify ECS Pollution Underwriter as soon as all applicable permits have been received and before commencing operations.

95-5-2 EMCON recommends that Dakota Mining Corporation properly label and dispose of laboratory glassware wastes currently stored at the site. In addition, hazardous wastes generated at the site should be disposed of properly within the appropriate time of disposal. (one month)

Response:

ok We need to verify if possible that BME is not a generator of waste. Brohm Mining Corporation will review our laboratory waste stream and update our waste handling protocol. ECS Pollution Underwriter will be copied as soon as the waste handling protocol is finalized. It is Brohm Mining's intention to operate in a manner that does not develop any hazardous wastes. Again, Brohm Mining Corporation will review our site waste stream and update our waste handling protocol
Recommendations

95-5-3 EMCON recommends that Dakota Mining Corporation inform the ECS Pollution Underwriter of the status of any further measures that will be taken to mitigate seepage from the Langley Adit. (as applicable)

Response:

ok Brohm Mining Corporation will notify ECS Pollution Underwriter of the status of further measures taken in regards to the Langley Adit.

95-5-4 EMCON recommends that Dakota Mining Corporation improve the housekeeping procedures in the area outside of the process building, where approximately 100 drums are stored. EMCON suggest placing all the drums in a lined drum storage area and inventory them. (three months))

Response:

ok Brohm Mining Corporation will develop an inventory of the drums and will sort them by type. At this time it is believed that all the drums either contain inert rock samples or have been triple rinsed prior to placement in the area. If the inventory proves otherwise, then an action plan will be developed and EMCON notified.

95-5-5 EMCON recommends reconditioning and sealing the concrete floor in the contractor's vehicle repair shop. (six months)

Response:

OK Brohm Mining Corporation will contact the contractor and have him develop a plan to address this concern. EMCON will be kept posted on the status of this plan and work.

95-5-8 EMCON recommends removing and treating (if necessary) the water in the secondary containment area for the fuel storage tanks at the contractor vehicle repair shop. In addition, Dakota Mining Corporation should add this area to the weekly inspection conducted by Mr. Hubbard to reduce the potential for a release of contaminated water. (one month)

Response:

OK Brohm Mining Corporation will contact the contractor regarding this matter. Blattner has an operating protocol for this area and EMCON will be sent a copy. The area has been regularly inspected after every measurable precipitation event and will be added to the weekly site inspection.

95-5-8 EMCON recommends that Dakota Mining Corporation notify the ECS Underwriter when the Environmental Impact Statement has been accepted by the U.S. Forest Service and whether any comments result from the public hearings. (when appropriate)

Response:

OK Brohm Mining Corporation will notify ECS Pollution Underwriter as soon as applicable.

95-5-9 EMCON recommends that Dakota Mining Corporation inform the ECS Pollution Underwriter of any further actions that may be required by the South Dakota Department of Natural Resources related to the May 1995 storm water discharges to the Ruby Gulch or Strawberry Creek. (as applicable)

Response:

Brohm Mining Corporation will notify ECS Pollution Underwriter as soon as applicable.

OK General Recommendations:

95-5-7 EMCON recommends that Dakota Mining Corporation notify the ECS Underwriter when the formal environmental auditing program is completed. Additionally, the results of the audit should be forwarded. (When appropriate)

Response:

OK Brohm Mining Corporation will notify ECS Pollution Underwriter as soon as applicable.

95-5-10 EMCON recommends that Dakota Mining Corporation forward the reports and information requested during the May 3, 1995, site visit (listed in table 1) to the ECS Underwriter. (one month)

OK Response:

Brohm Mining Corporation provided the material to the field examiner. Please contact him for the material requested.

BROHM MINING CORPORATION
ATTN RICHARD G LANGFORD
P O BOX 485
DEADWOOD SD 57732

This is not a statement ! Billed Premium is
calculated and shown on the attached Monthly
Premium Statement.

Account No.
N55894-1

Coverage Period
05/01/89 - 05/31/89

Identification Number	Name	Trans- action	Effect. Date	Mo Du	LIFE AD&D	LTD CMC	Premium	Med Plan	Std Plan	Maximum Premium	Fixed Cost
04807906	ADLER RANDY W		080188	1	34000	1387	10.32	2-2	213	287.61	99.49
08424462	ANDERSON JAMES A		010189	1	200000	4500	49.00	2-2	350	291.99	100.72
04920941	BAKKE LARRY H		080188	1	48000	1993	14.68	2-2	307	290.61	100.33
04442640	BARRON JAMES N		080188	1	107000	4417	32.64	2-2	350	291.99	100.72
03926908	BICEK TONY L		080188	1	48000	1993	14.68	2-2	307	290.61	100.33
02703714	BLAKEMAN DANIEL L		080187	1	107000	4458	32.78	2-2	350	291.99	100.72
04780304	BRAND NEIL J		090188	1	30000	1213	9.07	2-1	187	99.64	34.21
04447302	BROSNAHAN RAYMOND		050188	1	60000	2500	18.38	2-2	350	291.99	100.72
04940326	CHRISTOPHERSON TOD		090188	1	30000	1213	9.07	2-1	187	99.64	34.21
07783650	CLAUSEN TOM E		090188	1	40000	1647	12.19	2-2	253	288.89	99.85
08507193	DAMON LAURA L		090188	1	50000	2080	15.31	2-2	320	291.03	100.45
04889755	FERRIS RICHARD M		080188	1	34000	1387	10.32	2-1	213	100.48	34.45
03766474	FETERL AVA L		010189	1	30000	1213	9.07	2-2	187	286.77	99.25
03587340	FIERRO TROY J		080188	1	48000	1993	14.68	2-2	307	290.61	100.33
03761631	FOX TIMOTHY P		100187	1	76000	3167	23.28	2-2	350	291.99	100.72
03880233	GOLLIHER MICHAEL N		030188	1	54000	2250	16.54	2-2	346	291.86	100.68
03648317	GOODWIN PETER L		110188	1	98000	4067	29.96	2-2	350	291.99	100.72
03904549	GORACKE DAN L	TERM	043089		34000	1387	.00	2-1	213	.00	.00
09131570	GROCE KATHERINE E		110188	1	34000	1387	10.32	2-2	213	287.61	99.49
04788017	GROSS STEVE A		080188	1	40000	1647	12.19	2-2	253	288.89	99.85
03543614	GUYOT SUE A		090188	1	38000	1583	11.64	2-2	244	288.60	99.77
03945127	HAFFS ELMER J		080188	1	34000	1387	10.32	2-1	213	100.48	34.45
07922384	HERBERT MARTHA G		080188	1	40000	1647	12.19	2-2	253	288.89	99.85
02684171	HOCHSTETLER DALE L		080188	1	46000	1907	14.06	2-2	293	290.17	100.21
03562422	HUBBARD LANCE J		100187	1	68000	2833	20.83	2-2	350	291.99	100.72
078426820	IRELAND GEORGE R		090188	1	120000	4500	35.16	2-2	350	291.99	100.72
02606675	KUNTZ MARVIN V		080188	1	46000	1907	14.06	2-2	293	290.17	100.21
019440193	LANGFORD RICHARD G		070188	1	107000	4417	32.64	2-2	350	291.99	100.72
078647972	LANNERS MARCIA L		030189	1	80000	3333	24.51	2-2	350	291.99	100.72
069603196	LAYMAN DAVID J		020189	1	150000	4500	40.35	2-2	350	291.99	100.72
052491228	LOVETT LARRY F	TERM	043089		52000	2167	.00	2-1	333	.00	.00
03157118	MABEY LENARD R		080188	1	46000	1907	14.06	2-2	293	290.17	100.21
076689619	MACLEOD RODERICK J		080187	1	66000	2750	20.22	2-2	350	291.99	100.72
020543354	MARQUIS ROBERT B		110188	1	30000	1213	9.07	2-2	187	286.77	99.25
03666083	MCFARLAND MICHAEL		110188	1	30000	1213	9.07	2-2	187	286.77	99.25

NEW ENROLLMENTS, TERMINATIONS AND CHANGES IN CLASSIFICATION OR DEPENDENT STATUS MUST BE RECEIVED IN THIS OFFICE BY 06/22/89 TO APPEAR ON YOUR NEXT STATEMENT. SEE REVERSE SIDE OF THIS MONTHLY REPORT FOR REPORTING CHANGES.

(Call & Terminate Jennifer S.) 6-9-89

FOR ASSISTANCE, PLEASE CALL TOLL FREE: 1-800-843-1371; EXT 4332.

ACCOUNT NO. N55894-1

05/01/89

29

PAGE 1

BROHM MINING CORPORATION
ATTN RICHARD G LANGFORD
P O BOX 485
DEADWOOD SD 57732

This is not a statement ! Billed Premium is
calculated and shown on the attached Monthly
Premium Statement.

Account No.
N55894-1

Coverage Period
05/01/89 - 05/31/89

Identification Number	Name	Trans- action	Effect. Date	Mo Du	LIFE AD&D	LTD CMC	Premium	Med Plan	Std Plan	Maximum Premium	Fixed Cost
03609064	MICHALS STAN J		080188	1	34000	1387	10.32	2-2	213	287.61	99.49
05468942	MILLBURN ERNEST A		080188	1	34000	1387	10.32	2-2	213	287.61	99.49
16684322	MOTHS BILL H		100188	1	36000	1500	11.03	2-2	231	288.18	99.65
65802778	NEUMANN MICHAEL J		100188	1	107000	4417	32.64	2-2	350	291.99	100.72
87800513	NIXON SHARON S		070188	1	44000	1833	13.48	2-2	282	289.81	100.11
28849691	OUTZEN REX L		090188	1	200000	4500	49.00	2-2	350	291.99	100.72
21508439	PEROVANOVIC MICHAEL		090188	1	60000	2500	18.38	2-2	350	291.99	100.72
04700651	PITTMAN MARTIN E		080188	1	40000	1647	12.19	2-2	253	288.89	99.85
04481511	ROGGENBUCK JOHN A		080188	1	40000	1647	12.19	2-1	253	101.76	34.81
70526871	ROSS LAUREN B		050188	1	30000	1200	9.03	2-1	185	99.58	34.20
74169412	SEWARD CARL A		060188	1	107000	4417	32.64	2-2	350	291.99	100.72
03908484	SILBERNAGEL JENNY		060188	1	34000	1387	10.32	2-2	213	287.61	99.49
13704197	STAIRS ROBERT G		090188	1	34000	1387	10.32	2-2	213	287.61	99.49
04647249	STEWART DOUGLAS E		100188	1	126000	4500	36.20	2-2	350	291.99	100.72
03863908	TELKAMP SCOTT A		110188	1	30000	1213	9.07	2-2	187	286.77	99.25
69131058	THOMPSON JAMES J		050188	1	82000	3400	25.07	2-2	350	291.99	100.72
70742333	TRENTZ SYLVIA J		060188	1	30000	1040	8.52	2-2	160	285.91	99.01
20484708	VANBUREN KEITH		060188	1	52000	2167	15.93	2-1	333	104.32	35.52
03641837	VANDERLAAN DEBORAH		050188	1	33000	1350	10.03	2-1	208	100.32	34.40
03626747	WANSTEDT SCOTT C		050188	1	53000	2188	16.17	2-2	337	291.57	100.60
04688500	WARE KIMBERLY A		080188	1	40000	1647	12.19	2-2	253	288.89	99.85
02600965	WOYTASSEK MARY BET		020189	1	34000	1417	10.41	2-2	218	287.77	99.53
SUMMARY TOTALS							988.11			14,436.30	4,983.82
TOTAL COVERED		55	COVERED FOR MEDICAL								
LIFE AD&D		3,349,000	TOTAL				55				
LTD CMC		127,740	W/FAMILY				47				
			STD BNFT				15,308				

Remark on 6-9-89
effective May 26, 89

NEW ENROLLMENTS, TERMINATIONS AND CHANGES IN CLASSIFICATION OR DEPENDENT STATUS MUST BE
RECEIVED IN THIS OFFICE BY 06/22/89 TO APPEAR ON YOUR NEXT STATEMENT. SEE REVERSE SIDE OF
THIS MONTHLY REPORT FOR REPORTING CHANGES.

SOUTH DAKOTA BOARD OF MINERALS & ENVIRONMENT

MEETING: January 17, 1996

Operator	Permit Number	Surety Amount	Surety Number	Surety Company	DENR Recommendation
<i>Transfer of License, Liability, and Surety:</i>					
Birdsall Sand & Gravel Co. (Division of Pete Lien) Rapid City, SD	83-100	\$20,000	564F020-A	The Travelers Indemnity Company	Transfer license, liability, and \$20,000 surety to Pete Lien & Sons, Inc.
E1/2 less SW1/4 SE1/4 Section 5; T3S-R8E, Custer County NE1/4 NW1/4, S1/2 NW1/4 & N1/2 SW1/4 Section 26; T7S-R7E, Fall River County W1/2 NW1/4 Section 4; T1N-R14E, Pennington County SE1/4 NE1/4 NE1/4 & NE1/4 SE1/4 NE1/4 Section 5; T1N-R14E, Pennington County Parts of Lots 6 & 7, Section 4; T1N-R14E, Pennington Parts of Section 17 & 20; T1N-R14E, Pennington County Parts of Section 3, 9, 10, & 16; T2S-R12E, Pennington County S1/2 Section 10; T113N-R75W, Sully County					
Transfer to:					
Pete Lien & Sons, Inc. Rapid City, SD	91-417	\$7,500	S15 06 55	Employers Mutual Casualty Company	
<i>Transfer of Liability and Release of Surety:</i>					
Pete Lien & Sons, Inc. Rapid City, SD	91-417	\$7,500	S15 06 55	Employers Mutual Casualty Company	Transfer liability to Pete Lien & Sons, Inc. Release \$7,500.
NE1/4 Section 34; T3N-R5E, Lawrence County SE1/4 NE1/4 Section 20; T2N-R7E, Pennington County					
Transfer to:					
Pete Lien & Sons, Inc. Rapid City, SD	83-100	\$20,000	564F020-A	The Travelers Indemnity Company	

Box 100

SOUTH DAKOTA BOARD OF MINERALS & ENVIRONMENT

MEETING: January 17, 1996

Operator	Permit Number	Surety Amount	Surety Number	Surety Company	DENR Recommendation
<i>Transfer of Liability and Release of Surety:</i>					
Edward H. Schwartz Construction, Inc. New England, ND	85-306	\$2,000	6 13 90 66	Great American Insurance Company	Transfer liability to Harlan Enerson. Release \$2,000.
	NW1/4 Section 26; T23N-R10E, Perkins County				
Transfer to:					
Harlan Enerson Hettinger, ND	87-360	\$500	14533	First National Bank, Hettinger, ND	
<i>Transfers of Liability:</i>					
Wayne's Graveling Roslyn, SD	83-84	\$500	3624	Security Bank, Roslyn	Transfer liability to Skeide Graveling.
	SW1/4 Section 27; T123N-R53W, Day County				
Transfer to:					
Skeide Graveling Webster, SD	83-13	\$2,000 \$1,000	19088 22693	Security Bank & Trust, Webster Dacotah Bank, Webster	
DOT - Rapid City Region Rapid City, SD	83-10	EXEMPT	NA	NA	Transfer liability to Haakon County Highway Department.
	NE1/4 Section 29; T1N-R20E, Haakon County				
Transfer to:					
Haakon County Highway Department Philip, SD	83-40	EXEMPT	NA	NA	

SOUTH DAKOTA BOARD OF MINERALS & ENVIRONMENT

MEETING: January 17, 1996

Operator	Permit Number	Surety Amount	Surety Number	Surety Company	DENR Recommendation
<i>Transfers of Liability:</i>					
Morningside Township Hamill, SD	93-493	EXEMPT	NA	NA	Transfer liability to Darrell & Glenn Larson.
	E1/2 Section 9; T103N-R73W, Lyman County				
Transfer to:					
Darrell & Glenn Larson Hamill, SD	95-556	\$2,000	1937001186	Norwest Bank, Winner	
<i>Releases of Liability and Surety:</i>					
Larice Hamilton Avon, SD	84-271	\$500	700 86 18	Tri-State Insurance Company of Minnesota	Release \$500.
	NE1/4 NW1/4 Section 25; T94N-R62W, Charles Mix County				
Pete Lien & Sons, Inc. Rapid City, SD	91-417	\$7,500	S15 06 55	Employers Mutual Casualty Company	This is a release of liability.
	SW1/4 NE1/4 Section 19; T8S-R3E, Fall River County				
Victor Martinmaas Orient, SD	87-362	\$2,500	16190	Hand County State Bank, Miller	Release \$2,500.
	NE1/4 Section 3; T115N-R70W, Hand County				
Tri-State Redimix Belle Fourche, SD	92-437	\$500	64080	First National Bank, Pierre	Release \$500.
	S1/2 NW1/4 SE1/4 & N1/2 SW1/4 SE1/4 Section 21; T8N-R6E, Butte County				

SOUTH DAKOTA BOARD OF MINERALS & ENVIRONMENT

MEETING: January 17, 1996

Operator	Permit Number	Surety Amount	Surety Number	Surety Company	DENR Recommendation
<i>Releases of Liability:</i>					
John A. Carlson, Inc. Winner, SD	83-1	\$20,000	55-110414	United Fire & Casualty Company	This is a release of liability.
	SE1/4 Section 7; T1N-R23E, Haakon County				
Wilbert Malsam Bowdle, SD	83-114	\$500	3709	Farmers State Bank, Hosmer	This is a release of liability.
	NE1/4 NW1/4 Section 1; T116N-R68W, Hand County				
Obenauer Sand & Gravel Eureka, SD	84-282	\$2,000	305050	Eureka State Bank, Eureka	This is a release of liability.
	SW1/4 Section 24; T123N-R74W, Walworth County				
Schladweiler Construction Mitchell, SD	83-167	\$2,500	3224	Livestock State Bank, Mitchell	These are releases of liability.
	SE1/4 Section 27; T104N-R70W, Brule County SE1/4 Section 32; T104N-R61W, Davison County				
DOT - Mitchell Region Mitchell, SD	83-10	EXEMPT	NA	NA	These are releases of liability.
	NW1/4 SE1/4 Section 26; T103N-R60W, Davison County NE1/4 Section 2; T106N-R63W, Jerauld County Tr. 1 & 2 except Lt. 1 of Tr. 1 in NW1/4 Section 10; T101N-R48W, Minnehaha County Lt. H1, Tr. 8 & Lt. H1 Tr. 9 S1/2 NE1/4 & Lt. H1 Tr. 10 & Lt. H1 Tr. 12 W1/2 SE1/4 Section 31; T101N-R49W, Minnehaha County NE1/4 Section 8; T101N-R50W, Minnehaha County N1/2 Section 32; T107N-R48W, Moody County NW1/4 SW1/4 Section 24; T99N-R53W, Turner County N1/2 SW1/4 Section 19; T92N-R49W, Union County				

SOUTH DAKOTA BOARD OF MINERALS & ENVIRONMENT

MEETING: January 17, 1996

Operator	Permit Number	Surety Amount	Surety Number	Surety Company	DENR Recommendation
<i>Releases of Liability:</i>					
Haakon County Highway Department Philip, SD	83-40	EXEMPT	NA	NA	These are releases of liability.
	SW1/4 Section 34; T7N-R21E, Haakon County S1/2 Section 20; T7N-R23E, Haakon County				
Walworth County Highway Department Selby, SD	83-7	EXEMPT	NA	NA	These are releases of liability.
	NE1/4 Section 3; T122N-R76W, Walworth County E1/2 SE1/4 Section 33; T124N-R74W, Walworth County				
<i>Issuance of Mine Permit:</i>					
Brohm Mining Corp. Deadwood, SD	Anchor Hill Permit	\$2,750,000			Recommend conditional approval.
	Portions of Sections 4, 5, 6, 7, 8, and 9; T4N-R4E, Lawrence County				

INSURANCE SUMMARY
FOR
MINVEN GOLD CORPORATION

This account summary is a brief outline of the coverages afforded under your insurance policies. Since it is information only, it should not be construed to constitute the entire insurance contract. As your policies may contain additional coverages and restrictions, the exact wording should be consulted.

Presented by:

Jennifer Hill, Client Manager
Sharon E. Johnson, Client Representative

MARSH & McLENNAN, INCORPORATED
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203
(303) 861-7111

November, 1992

MARSH &
McLENNAN

BOX 165

MINVEN GOLD CORPORATION

NAMED INSURED

MINVEN GOLD CORPORATION

MINVEN GOLD (USA) CORPORATION

BARRIER REEF, INC.

STIBNITE MINE, INC.

MINVEN GOLD CORPORATION

PACKAGE

CARRIER: FEDERAL INSURANCE COMPANY (CHUBB)
POLICY NO.: 3710-06-53
POLICY PERIOD: JULY 1, 1992 TO JULY 1, 1993
PREMIUM: \$104,151

SECTION 1 - PROPERTY

LOCATIONS: Stibnite Mine
Near Yellow Pine, Idaho

Gilt Edge Mine
7 miles south of Deadwood, South Dakota

410 17th Street, Suite 2450
Denver, Colorado 80204

LIMITS: \$ 14,150,926 Blanket Building; Personal Property; Electronic Data Processing Equipment and Media; Mobile Equipment; Business Income and Extra Expense; Valuable Papers; and Accounts Receivable
\$ 3,000,000 Earthquake, Any one Occurrence, Annual Aggregate
\$ 3,000,000 Flood, Any one Occurrence, Annual Aggregate

DEDUCTIBLES: \$ 50,000 Earthquake, Any One Occurrence
\$ 50,000 Flood, Any One Occurrence
\$ 10,000 Crushing Equipment
\$ 5,000 All Mine Property except Crushing Equipment
\$ 500 All Property located at 410 17th Street, Suite 2450, Denver, Colorado 80204

168 Hours Business Income/Extra Expense Waiting Period
or
7 Days

VALUATION:

- Agreed Amount
- Replacement Cost - Accounts Receivable
- Replacement Cost - Mobile Equipment

MINVEN GOLD CORPORATION

PACKAGE (Continued)

**EXTENSIONS
OF COVERAGE:**

(Subject to a \$1,000 deductible)

\$ 1,000,000	Newly Acquired or Constructed Buildings
\$ 100,000	Personal Property at Newly Acquired or Constructed Buildings
\$ 500,000	Building Ordinance
\$ 25,000	Electronic Data Processing Equipment and Media
\$ 10,000	Your Property Away From Premises
\$ 10,000	Pollutant Clean-up and Removal
\$ 10,000	Debris Removal
\$ 5,000	Personal Property in Transit
\$ 5,000	Personal Property of Others
\$ 5,000	Fire Department Service Charges

MINVEN GOLD CORPORATION

OTHER INTERESTS

Loss Payees/Additional Insureds:

D.H. Blattner & Sons
Attn: Bill Blattner
P.O. Box 37
Avon, Minnesota 56310-0037
RE: Stibnite Mine - Cascade, Idaho
Gilt Edge Mine - Deadwood, South Dakota

Citibank, NA
Attn: Elizabeth Newman
Vice President
599 Lexington Avenue
New York, New York 10043
RE: Stibnite Mine - Cascade, Idaho
Gilt Edge Mine - Deadwood, South Dakota

Additional Insureds:

Citibank, N.A.
399 Park Avenue
New York, New York 10043
RE: Real Estate at Gilt Edge Mine
Lawrence County, South Dakota

RLA Investments
Attn: Ms. Shelli Cracchiolo
9520 Fairview Avenue
Boise, Idaho 83704
RE: 921 South Orchard, Suite 0
Boise, Idaho 83705

Gelco Space
4455 East 74th Avenue
Commerce City, Colorado 80022
RE: Leased Equipment

Loss Payees:

Colorado Boiler, Welding & Mfg. Company
1963 Chestnut Place
Denver, Colorado 80202
RE: Boiler at Gilt Edge Mine
Deadwood, South Carolina

Loss Payees (Continued):

Pegasus Gold, Inc.
9 North Post Street, Suite 400
Spokane, Washington 99201
RE: Stibnite Mine
Cascade, Idaho

Chase Third Century Leasing Company, Inc.
c/o Lease Insurance Agency Services
1756 114th Avenue, S.E. Suite 230
Bellevue, Washington 98004
RE: Minolta Copier
Lease #000633381-063338
Panafax UF0250
Lease #000655924-063338

Master Lease Corporation
c/o Lease Insurance Agency Services
1756 114th Avenue, S.E. Suite 230
Bellevue, Washington 98004
RE: Phone Equipment - Value \$7,900
Lease #88028448

Pitney Bowes Credit Corporation
c/o Lease Insurance Agency Services
P.O. Box 96095
Bellevue, Washington 98009
RE: Mailing System - Value \$2,700
Lease #5729553-001

Citibank, N.A.
Attn: Margreta McKeown
1 Sansome Street, Suite 2700
San Francisco, California 94104
RE: Real Estate at Gilt Edge Mine
Lawrence City, South Dakota
Stibnite Mine
near Yellow Pine, Idaho

Mid-American Leasing Company
P.O. Box 1324
Sioux Falls, South Dakota 57101
RE: EDP Equipment at Gilt Edge Mine
Deadwood, South Dakota

MINVEN GOLD CORPORATION

PACKAGE (Continued)

SECTION II - COMPREHENSIVE GENERAL LIABILITY

LIMITS:	\$ 2,000,000	General Aggregate Limit (Other than Products/Completed Operations)
	\$ 1,000,000	Products/Completed Operations Aggregate Limit
	\$ 1,000,000	Each Occurrence Limit
	\$ 1,000,000	Personal and Advertising Injury Limit
	\$ 100,000	Fire Damage Limit
	\$ 10,000	Medical Expense Limit
	\$ 1,000,000	Employee Benefit Program Administration Errors or Omissions

DEDUCTIBLE:	\$ 500	Property Damage per claim
	\$ 1,000	Employee Benefit Liability

RETROACTIVE DATE: July 1, 1991

AMENDMENTS

IN CONDITIONS:

- 60 Days Notice of Cancellation for any reason other than non payment of premiums
- 10 Days Notice of Cancellation for non-payment of premiums

KEY EXCLUSIONS:

Entities not covered under this policy:

- Blackdome Mining Corporation
- Compass Mining, Inc.
- Helix Mining, Inc.
- Matrix Financial, Inc.

MINVEN GOLD CORPORATION

COMMERCIAL AUTOMOBILE

CARRIER: FEDERAL INSURANCE COMPANY (CHUBB)
POLICY NO.: (93) 7319-37-20
POLICY PERIOD: JULY 1, 1992 TO JULY 1, 1993
PREMIUM: \$14,270

COVERAGES:

\$ 1,000,000	Combined Single Limit of Liability for Bodily Injury and Property Damage, Non-owned and hired
Statutory	Personal Injury Protection
\$ 5,000	Auto Medical Payments
\$ 1,000,000	Uninsured Motorists coverage
\$ 250	Deductible Comprehensive - Owned Vehicles
\$ 500	Deductible Collision - Owned Vehicles
\$ 25,000	Hired Auto Physical Damage
\$ 250	Comprehensive Deductible
\$ 500	Collision Deductible

Loss Payees:

Northwest Bank of South Dakota, N.A.
Consumer Loan Insurance Department
P.O. Box 1318
Omaha, Nebraska 68101-1318
RE: Vehicles #11, 12, 13 and 14

MINVEN GOLD CORPORATION

COMMERCIAL AUTOMOBILE (Continued)

SCHEDULE OF VEHICLES					
#	Year	Make/Model	Cost New	VIN	Garaged
1	1979	Chevy/Pickup	\$ 13,000	CKL249F316100	Deadwood, SD
2	1986	Chevy/Blazer	\$ 14,000	1G8EK18H2GF142108	Deadwood, SD
3	1987	Chevy/Pickup	\$ 12,001	1GCEV24K1HS120596	Deadwood, SD
4	1987	Chevy/Pickup	\$ 12,016	1GCEV24K7HJ111066	Deadwood, SD
5	1987	Chevy/Blazer	\$ 16,380	1GNEV18K9HF132922	Deadwood, SD
6	1988	Chevy/Pickup	\$ 16,142	2GCDK14K7J1122910	Deadwood, SD
7	1987	Chevy/Blazer	\$ 19,900	1GNEV18K9HF162454	Deadwood, SD
8	1987	Chevy/Pickup	\$ 13,335	1GCEV14H4HJ130141	Deadwood, SD
9	1987	Chevy/Pickup	\$ 13,335	1GCEV14HXHS134091	Deadwood, SD
10	1987	Ford/Pickup	\$ 13,540	1FTEF14NOHKA11998	Deadwood, SD
11	1988	Chevy/Pickup	\$ 14,000	1GCDK14H7JZ304697	Deadwood, SD
12	1988	Chevy/Pickup	\$ 14,000	1GCDK14HXJZ301504	Deadwood, SD
13	1988	Chevy/Pickup	\$ 14,351	1GCFK24H9JZ307504	Deadwood, SD
14	1988	Chevy/Flatbed	\$ 17,000	1GBHV34K6JJ142595	Deadwood, SD
16	1987	Ford/Club Wagon	\$ 15,000	A69963	Deadwood, SD
18	1985	Ford/F350	\$ 12,000	A20476	Deadwood, SD

MINVEN GOLD CORPORATION

INLAND MARINE (GOLD BULLION FLOATER)

CARRIER: ST. PAUL
POLICY NO.: 383JC2965
POLICY PERIOD: OCTOBER 6, 1992 TO OCTOBER 6, 1993
PREMIUM: \$1,000 DEPOSIT/.025 RATE PER \$100 OF VALUE SHIPPED
\$2,500 MINIMUM ANNUAL PREMIUM

LIMITS: \$ 1,500,000 Air Carrier & Register Mail, Any One Conveyance/Any
One Event
\$ -0- Deductible

EXTENSIONS: \$ 5,000 Debris Removal Expense

RATING BASIS: \$ 28,000,000 Estimated Annual Shipments Gold Bullion

REPORTING PROVISIONS: Annual

TERRITORY: Continental United States, Alaska or Canada

INCLUSIONS:

- Transportation Protection
- Theft Coverage
- Loading and Unloading

KEY EXCLUSIONS:

- War
- Nuclear Activity
- Government Action
- Civil Disturbance and Riot
- Dampness and Wetness
- Leakage or Breakage
- Loss of Market
- Dishonesty
- Inventory Loss
- Illegal Transportation or Trade
- Voluntary Surrender
- Mail Shipments
- Refused Shipments

**AMENDMENTS
IN CONDITIONS:**

- 45 Days Notice of Cancellation and reason other than non-payment of premiums
- 10 Days Notice of Cancellation for non-payment of premiums

MINVEN GOLD CORPORATION

CRIME

CARRIER: FEDERAL INSURANCE COMPANY (CHUBB)
POLICY NO.: 8127-39-68
POLICY PERIOD: SEPTEMBER 20, 1992 TO SEPTEMBER 20, 1993
PREMIUM \$6,208

BENEFIT PLAN: Minven Gold Corporation Salary Savings Plan

LIMITS:

\$ 1,000,000	Employee Theft
\$ 100,000	Deductible for Money and Securities
\$ 100,000	Deductible for Other Property

TERRITORY: Worldwide

**AMENDMENTS
IN CONDITIONS:**

- 45 Days Notice of Cancellation for any reason other than non-payment of premium
- 10 Days Notice of Cancellation for non-payment of premium

MINVEN GOLD CORPORATION

WORKERS' COMPENSATION

CARRIER: FEDERAL INSURANCE COMPANY (CHUBB)
POLICY NO.: (93) 7163-14-40
POLICY PERIOD: JULY 1, 1992 TO JULY 1, 1993
PREMIUM: \$46,681

**SECTION I - WORKER'S COMPENSATION - COLORADO, IDAHO
& SOUTH DAKOTA**

LIMITS: Prescribed by Statute

SECTION II - EMPLOYERS LIABILITY

LIMITS: \$ 500,000 Bodily Injury, Each Accident
\$ 500,000 Bodily Injury, Employee Disease
\$ 500,000 Bodily Injury, Disease Limit

INCLUSIONS: • Other States Workers' Compensation Coverage Except in ND, NV,
OH, WA, WV, WY, ME

PREMIUM BASIS:

<u>State</u>	<u>Classification</u>	<u>Class Code</u>	<u>Estimated Payroll</u>	<u>Rate</u>	<u>Premium</u>
CO	Clerical	8810	\$ 462,605	.49	\$ 2,267
ID	Ore Milling & Driving	1452	\$ 625,045	3.75	\$ 23,439
ID	Clerical	8810	\$ 36,047	.43	\$ 155
SD	Clerical	8810	\$ 428,862	.55	\$ 2,359
SD	Ore Milling & Driving	1452	\$ 353,410	3.39	\$ 11,981
SD	Chauffeurs & Helpers	7380	\$ 78,542	6.44	\$ 5,058
SD	Oil or Gas Geologist or Scout & Drivers	8601	\$ 104,682	1.33	\$ 1,392
SD	Mining - Not Coal Surface & Drivers	1165	\$ 35,311	7.39	\$ 2,609

**AMENDMENTS
IN CONDITIONS:** • 90 Day Notice of Cancellation for any reason other than non
-payment of premium

NOTE: You must notify us within 20 days if operations begin in a state other than Colorado,
Idaho or South Dakota.

MINVEN GOLD CORPORATION

AIRPORT PREMISES LIABILITY

CARRIER: TRANSAMERICA INSURANCE COMPANY
POLICY NO.: 120 6784
POLICY PERIOD: JULY 15, 1992 TO JULY 15, 1993
PREMIUM: \$1,544

AIRPORT LOCATION: Stibnite Airport
Yellow Pine, Idaho

LIMITS: \$ 5,000,000 Single Limit Bodily Injury and Property Damage
Liability, Each Occurrence

**AMENDMENTS
IN CONDITIONS:**

- 45 Days Notice of Cancellation for any reason other than non-payment of premium
- 10 Days Notice of Cancellation for non-payment of premium

KEY EXCLUSIONS:

- Nuclear
- Radioactive Contamination
- Noise and Pollution

ADDITIONAL INSURED:

Pegasus Gold, Inc.
9 North Post Street, Suite 400
Spokane, Washington 99201

MINVEN GOLD CORPORATION

NON-OWNED AIRCRAFT LIABILITY

CARRIER: TRANSAMERICA INSURANCE COMPANY
POLICY NO.: 146 8994
POLICY PERIOD: JULY 15, 1992 TO JULY 15, 1993
PREMIUM: \$956

LIMITS: \$ 5,000,000 Single Limit - Including Passengers Each Occurrence

TERRITORY: Continental United States, Canada or Mexico *

INCLUSIONS:

- Including transportation of cargo for compensation
- Any pilot who is properly certificated and rated by the F.A.A. for the flight involved and is not an employee of the named insured

* See "Warning" In Policy regarding Mexico.

MINVEN GOLD CORPORATION

UMBRELLA

CARRIER: FEDERAL INSURANCE COMPANY (CHUBB)
POLICY NO.: (93) 7965-63-48
POLICY PERIOD: JULY 1, 1992 TO JULY 1, 1993
PREMIUM: \$28,000

LIMITS:

\$ 5,000,000	Each Occurrence
\$ 5,000,000	Products Completed Operations Aggregate
\$ 5,000,000	General Aggregate
\$ 10,000	Retained Limit

**AMENDMENTS
IN CONDITIONS:**

- 45 Days Notice of Cancellation for any reason other than non-payment of premium
- 10 Days Notice of Cancellation for non-payment of premium

UNDERLYING POLICIES:

General Liability	37100653	Federal Insurance Company
Automobile Liability	73193720	Federal Insurance Company
Employers Liability	71631440	Federal Insurance Company

KEY EXCLUSIONS:

- Pollution Liability
- Owned Aircraft and Aircraft Chartered without crew
- Ownership, entrustment, maintenance, operation, use, loading or unloading of any aircraft
- Owned Watercraft
- Fellow Employees
- Nuclear Energy Liability Exclusion
- Contractual Liability
- Care, Custody and Control
- Cross Liability
- Termination of Failure to Hire
- Asbestos
- Occupational Disease
- Underground mining
- Entities not covered under this policy include:
 - Blackdome Mining Corporation
 - Compass Mining, Inc.
 - Helix Mining, Inc.
 - Matrix Financial, Inc.

CONDITIONS:

- Contractual Endorsement
- Mining Industry Endorsement

MINVEN GOLD CORPORATION

POLLUTION CLEAN-UP

CARRIER: Planet Insurance company
POLICY NO.: NTD2509514
POLICY PERIOD: September 29, 1992 to September 29, 1993
PREMIUM: \$50,000

This Policy Is Written On A Claims-Made Basis

LIMITS: \$ 286,000 Each Loss
\$ 286,000 Total for all Losses

RETENTION: \$ 50,000 Each Loss

COVERED LOCATION: Gilt Edge Mine
Deadwood, South Dakota

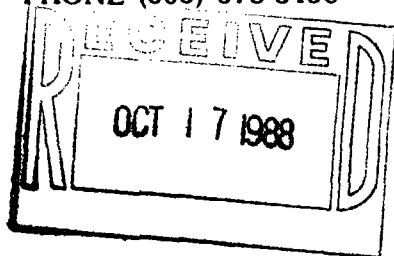
EXCLUSIONS:

- Radioactive Matter
- Non-Owned Disposal Site
- Underground Tanks and Underground Piping
- Absolute Asbestos
- Superfund
- Lead Paint

ADDITIONAL INSURED: State of South Dakota

COBURN INSURANCE AGENCY
67 SHERMAN STREET - BOX 507
DEADWOOD, SOUTH DAKOTA 57732

PHONE (605) 578-3456



BROHM MINING COMPANY

KEVIN C. CUMMINGS, CIC
President

A.A. (Bud) COBURN
Agent

INSURANCE BUDGET: 1989

Property Including Building & Equipment, Liability & Auto	\$ 78,600
Allowance has been made for additional autos and plant not currently insured	
Business Interruption - Extra Expense	10,000
Not currently written	
Gold Shipment Policy	5,000
Crime	5,000
Workers Compensation	55,000
Directors & Officers Liability	35,000
Not currently writing	

Where insurance is a business . . . not a sideline.





CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8-17-88

PRODUCER

Coburn Insurance Agency
PO Box 507
Deadwood, SD 57732

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** USF&G Insurance Company

COMPANY LETTER **B** Wausau Insurance Company

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Brohm Mining Corp.
PO Box 485
Deadwood, SD 57732

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	1MP07812389201	7/1/88	7/1/89	GENERAL AGGREGATE	\$ 2,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPOUNDS AGGREGATE	\$ 2,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 1,000
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 100
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
A	AUTOMOBILE LIABILITY & Physical Damage	1MP07812389201	7/1/88	7/1/89	CSL	\$ 1,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> GARAGE LIABILITY	1MP07812389201	7/1/88	7/1/89		
	<input checked="" type="checkbox"/> Scheduled Autos (Physical Damage)					
A	EXCESS LIABILITY	1MP07812389201	7/1/88	7/1/89	EACH OCCURRENCE	\$ 2,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 2,000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	0319-00-093561	9/25/88	9/25/89	STATUTORY	
					\$ 100 (EACH ACCIDENT)	
					\$ 500 (DISEASE POLICY LIMIT)	
A	OTHER	1MP07812389201	7/1/88	7/1/89	\$ 100 (DISEASE EACH EMPLOYEE)	
	Property				Buildings, Personal Prop., Computer equipment & Crusher system	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Proof-of-insurance

CERTIFICATE HOLDER

Minven Gold Corp.
c/o Brohm Mining Corp.
PO Box 485
Deadwood, SD 57732

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Policy #	Type	Coverage
MP07812389210 (Cont).	Package	<u>Inland Marine (Cont.) -</u> Contractor's Equipment - \$1,700,000 - conveyor/crusher 10,000 - miscellaneous tools 37,950 - 1988 JCV forklift 25,000 - portable boiler <u>Umbrella -</u> \$2,000,000 - General Aggregate 2,000,000 - Products-Completed Operations Aggregate 2,000,000 - Each Incident
319-00-093561	Workers Compensation.	\$100,000 - BI-each accident 500,000 - BI-disease policy limit 100,000 - BI-each employee disease limit
68MXI80147795	Bullion and Precious Metals	\$ 500,000 - any one shipping package 1,000,000 - any one addressee/any one day
pplied For	Crime	Blanket Employee Dishonesty Forgery & Alteration Theft, Disapperance & Destruction \$50,000 - blanket for all Robbery & Safe Burglary Premise Burglary
	Group Plan	Group Health & Life



FACSIMILE TRANSMISSION COVER SHEET

DATE:

1/31/89

NAME:

GEORGE Ireland

FIRM:

FAX NO:

FROM:

DICK

NO. OF PAGES (including cover sheet)

3

COMMENTS:

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL: (605) 578-2107
AS SOON AS POSSIBLE.

FACSIMILE OPERATOR:

Sylvia

FACSIMILE NUMBER: (605) 578-1709

South Dakota Office: P.O. Box 485, Deadwood, South Dakota 57732
Telephone: (605) 578-2107

Telecopier: (605) 578-1709

Brohm Mining Corp. is a wholly owned affiliate of



Miner Gold Corporation

ACORD. CERTIFICATE OF INSURANCE

2051

ISSUE DATE (MM/DD/YY)

1/21/93

PRODUCER

Marsh & McLennan, Incorporated
One Norwest Center
1700 Lincoln Street Suite 4900
Denver, CO 80203-4549

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER

A FEDERAL INSURANCE CO

COMPANY
LETTER

B

COMPANY
LETTER

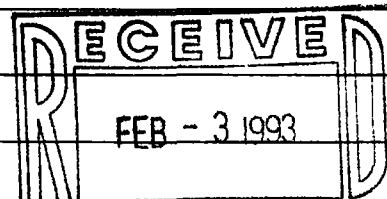
C

COMPANY
LETTER

D

COMPANY
LETTER

E



INSURED

MinVen Gold Corporation
MinVen Gold (USA) Inc.
410 17th Street, Suite 2450
Denver, CO 80202

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO .TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	OTHER BLANKET PROPERTY Including Real & Personal Property, EDP Equipment & Media "All Risk" per Policy Form/Replacement Cost/Agreed Amount	37100653	7/01/92	7/01/93	\$14,150,926 Limit

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Certificate Holder is named as an Additional Insured/Loss Payee as respects to the Panafax UF766 Fax (Serial #02920500909) leased by the named insured under lease 6448631-001. Value: \$3,800.

CERTIFICATE HOLDER

LEASEAMERICA CORPORATION
Attn: Insurance Dept.
4333 Edgewood Road NE
Cedar Rapids, IA 52499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MinVen Gold Corporation

July 11, 1990

Mr. Tyler Chan
Citibank N.A.
1 Sansome Street, Suite 2780
San Francisco, CA 94104

VIA TELECOPIER

Dear Tyler:

Re: Insurance Binders

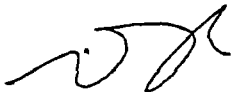
Enclosed you will find a photocopy of an insurance binder naming Citibank, N.A. as a mortgagee and loss payee on Property and business interruption insurance carried on the Gilt Edge Mine.

The insurance agent, Coburn Insurance Agency, has advised me that an original binder was mailed to you on July 3, 1990.

I have spoken to Black Hills Land and Title in respect of sending you a letter to verify that the land title insurance remains in effect. This should be mailed to you today. If you have not received the binder or verification of land title insurance, kindly advise me and I will follow up.

Yours very truly,

MinVen Gold Corporation



David J. Layman
Vice-President, Administration,
Controller and Secretary

DJL:gm

Enclosure

ACORD. INSURANCE BINDER

ISSUE DATE (MM/DD/YY)

7/3/90

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT. SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

COUCHER

COMPANY

BINDER NO.

Coburn Insurance Agency
P.O. Box 507
Deadwood, SD 57732

USF&G Company

1489

DATE EFFECTIVE TIME

EXPIRATION DATE

TIME

7/1/90

12:01

X AM

PM

8/1/90

X 12:01 AM

NOON

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO.

JOE

SUB-CODE

47-4992

SURED

Brohm Mining Corp.
P.O. Box 485
Deadwood, SD 57732

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

Surface Mining operation located at
Sec. 5 & 8, T4N, R4E, Lawrence County,
SD.

OVERAGES

ALL LIABILITY LIMITS IN THOUSANDS

TYPE OF INSURANCE	COVERAGE/FORMS	AMOUNT	DEDUCTIBLE	COINSUR.
PROPERTY CAUSES OF LOSS	Blanket Buildings & Personal Prop.-Replacemen Cost	\$3,535,	\$250	90%
BASIC BROAD XX SPEC	Blanket Business Income	1,861,		90%
	Personal Property (Warehouse at Galena)-Rpl. Cost	3,	\$250	90%
	Extra Expense (40/80/100) - Warehouses	1,		
	Extra Expense (40/80/100) - Offices	6,		
GENERAL LIABILITY				
COMMERCIAL GENERAL LIABILITY				
CLAIMS MADE X OCCUR				
OWNER'S & CONTRACTOR'S PRO				
	GENERAL AGGREGATE		\$2,000	
	PROD. - COMPOKPS AGGREGATE		\$2,000	
	PERSONAL & ADVTNG. INJURY		\$1,000	
	EACH OCCURRENCE		\$1,000	
	FIRE DAMAGE (Any one fire)		\$ 50	
	MED. EXPENSE (Any one person)		\$ 5	
RETRO DATE FOR CLAIMS MADE:				
OTOMOBILE	X ALL VEHICLES SCHEDULED VEHICLES			
LIABILITY		CSL	\$ 1,000	
NONOWNED		BI PERS/ACCD	\$	
HIRED		PD	\$	
GARAGE		MED. PAY	\$ 5	
		PIP	\$	
		UM	\$ 1,000	
TO PHYSICAL DAMAGE	ALL VEHICLES XX SCHEDULED VEHICLES			
COLLISION DED. 250	Includes Hired autos- \$50,000 limit	X ACV		
OTC DED 250		STATED AMOUNT \$		
		OTHER		
CESS LIABILITY		EACH OCCURRENCE	2,000	
UMBRELLA FORM		AGGREGATE	2,000	
OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		\$10,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		STATUTORY		
		\$ (EACH ACCIDENT)		
		\$ (DISEASE-POLICY LIMIT)		
		\$ (DISEASE-EACH EMPLOYEE)		

EQUAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES

Land Marine:

Contractor's Equipment - \$72,9/\$1,000 ded/ACV
DP - \$87, - total all coverage/\$250 ded/Rpl. Cost

Boiler: \$265,/\$500 ded

Crime: Employee Dishonesty - \$50,
Forgery or Alteration - \$50,
\$500 ded.

NAME & ADDRESS

MORTGAGEE

ADDITIONAL INSURED

LOSS PAYEE

LOAN #

See attached list

AUTHORIZED REPRESENTATIVE

[Signature]

Citibank, NA - Mortgagee & Loss Payee - All Real & Personal Property
399 Park Ave.
New York, NY 10043

Gelco Space - Loss Payee & Additional Insured - Office units
4455 East 74th Ave.
Commerce City, CO 80022-1485

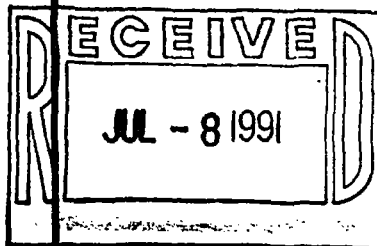
Mid-America Leasing Co. - Loss payee - Computer Equipment
Box 1324
Sioux Falls, SD 57101

Colorado Boiler, Welding & Manufacturing Co. - Loss Payee - Cycle-Therm Boiler
1963 Chestnut Place
Denver, CO 80202

GMAC - Loss Payee & Additional Insured - 1990 Olds Cutlass #306962
c/o FDP Services
7th Floor, Executive Plaza IV
Bunt Valley, MD 21031



COBURN
INSURANCE
AGENCY



KEVIN C. CUMMINGS, CIO
President

July 8, 1991

Mr. David Layman
MinVim Gold Corporation
7596 W. Jewell Ave., Suite 303
Lakewood, CO 80232

Re: MinVim Mining Corporation

ROUTE TO	
<input checked="" type="checkbox"/> AAB	<input type="checkbox"/> PAB
<input checked="" type="checkbox"/> RRG	<input type="checkbox"/> REG
<input type="checkbox"/> GRI	<input type="checkbox"/> DSJ
<input type="checkbox"/> MLL	<input type="checkbox"/> CMMT
<input checked="" type="checkbox"/> DJL	
<input type="checkbox"/> RLO	
<input type="checkbox"/> JCS	
	<input type="checkbox"/> MPA
	<input type="checkbox"/> PB
Return To:	
File	G. E. Insurance

Mr. Layman:

In response to your letter of July 5, 1991. There are a couple of things I need to clarify.

First of all, what date did the coverage with Marsh & McLennan become effective? Our coverage expired at 12:01 AM on 07/01/91. We did agree to bind coverage pending your decision but would assume Marsh & McLennan would bind coverage back to that date. Please advise.

Secondly, are we to continue on the Bullion & Precious Metals policy? The Workers' Compensation policy expires on 09/25/91. Since we did not renew the package, our Company will be sending Direct Notice of Non-Renewal.

Please advise us on these matters as soon as possible so we can complete our file.

Thank you for considering us. Let us know if there is anything we can do for you in the future.

Sincerely,

Kevin C. Cummings, CIO

KCC:slp

cc: Jim Baron



MinVen Gold Corporation

July 8, 1991

Mr. Kevin C. Cummings
Coburn Insurance Agency
83 Shearman Street
P.O. Box 507
Deadwood, S.D. 57732

Dear Mr. Cummings:

Re: Brohm Mining Corp. - Insurance

In response to your letter of July 8, 1991, I provide the following:

1. Binding Coverage

Marsh McLennan has placed coverage on the mine assets effective 12:01 a.m., July 1, 1991.

2. Bullion and Precious Metals

This policy, which covers the period October 6, 1990 through October 6, 1991, is to remain in force and will be reviewed soon.

3. Workers' Compensation

This policy expires on September 25, 1991. The Corporation will undertake to renew the premium with an appropriate carrier once notice of non-renewal has been received.

Should there be any further questions, do not hesitate to contact me.

Yours very truly,

MinVen Gold Corporation

David J. Layman
Vice-President, Administration,
Controller and Secretary

DJL:gm

Enclosures
Jewell Ave. Suite 303 • Lakewood, Colorado 80232 • (303) 980-5615 FAX: (303) 980-5302

ACORD. INSURANCE BINDER

ISSUE DATE (MM/DD/YY)

1/26/89

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

PRODUCER

COBURN INSURANCE AGENCY
PO Box 507
Deadwood, SD 57732

BINDER NO.

941

F.&G. Insurance Company

EFFECTIVE

DATE

TIME

12:01

x

AM

EXPIRATION

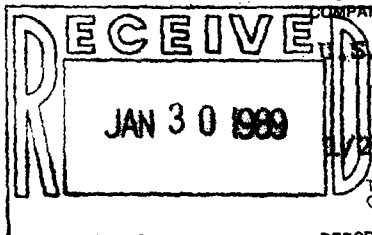
DATE

2/26/89

TIME

x 12:01 AM

NOON



THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

Surface Gold Mining

Blanket property coverage per statement
of values on file with company.

Warehouse located S. of Deadwood on Hwy.
385.

CODE

47-4992

SUB-CODE

INSURED

BROHM MINING CORPORATION
PO Box 485
Deadwood, SD 57732

COVERAGES

TYPE OF INSURANCE

COVERAGE/FORMS

PROPERTY CAUSES OF LOSS

BASIC BROAD x SPEC.

contents of warehouse -
Blanket Property

ALL LIABILITY LIMITS IN THOUSANDS

AMOUNT

DEDUCTIBLE

COINSUR.

\$3,000

\$250

0%

\$2,890,940

\$250

90%

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE OCCUR

OWNER'S & CONTRACTOR'S PROT.

RETRO DATE FOR CLAIMS MADE:

AUTOMOBILE

ALL VEHICLES

SCHEDULED VEHICLES

LIABILITY

NON/OWNED

HIRED

GARAGE

GENERAL AGGREGATE \$

PROD. - COMP/OPS AGGREGATE \$

PERSONAL & ADVTSG. INJURY \$

EACH OCCURRENCE \$

FIRE DAMAGE (Any one fire) \$

MED. EXPENSE (Any one person) \$

CSL \$

BI PERS/ACCID \$

PD \$

MED. PAY \$

PIP \$

UM \$

AUTO PHYSICAL DAMAGE

ALL VEHICLES

SCHEDULED VEHICLES

COLLISION DED.

OTC DED:

ACV

STATED AMOUNT \$

OTHER

EACH
OCCURRENCE

AGGREGATE

SELF-INSURED
RETENTION

EXCESS LIABILITY

UMBRELLA FORM

OTHER THAN UMBRELLA FORM

RETRO DATE FOR CLAIMS MADE:

STATUTORY

\$ (EACH ACCIDENT)

\$ (DISEASE-POLICY LIMIT)

\$ (DISEASE-EACH EMPLOYEE)

WORKER'S COMPENSATION
AND
EMPLOYER'S LIABILITY

SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES

Copy of this Binder sent to - Minven Gold Corp.
7596 W. Jewell Ave., Suite 303
Lakewood, CO 80226

NAME & ADDRESS

Citibank, N.A.
399 Park Ave.
New York, NY 10043

x MORTGAGEE

x LOSS PAYEE

LOAN #

ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

COBURN INSURANCE AGENCY
83 SHERMAN • BOX 507
DEADWOOD, SOUTH DAKOTA 57732

PHONE (605) 578-3456
FAX (605) 578-3462

KEVIN C. CUMMINGS, CIC
President

BROHM MINING CORP.
July 1, 1990
Premium/Coverage Recap

PROPERTY

Blanket Buildings & Personal Property	---	\$3,535,000
Blanket Business Income	---	1,861,000
Personal Property - warehouse at Galena	---	3,000
Extra Expense (40/80/100)-warehouse	---	1,000
Extra Expense (40/80/100)-offices	---	6,000

--Risks of Direct Physical Loss,
subject to exclusions
--Replacement Cost
--90% Co-Insurance
--\$250 Deductible
--Citibank - Mortgagee
--Gelco Space - Loss Payee

Total Premium -- \$31,834

CRIME

Employee Dishonesty	--	\$ 50,000
Forgery or Alteration	--	50,000

--\$500 Deductible

Total Premium -- \$1,356

Where Insurance is a business . . . not a sideline.



Box 165

INLAND MARINE

Contractor's Equipment

Per attached schedule -- \$ 72,950

- Risks of Direct Physical Loss,
subject to exclusions
- 100% Co-Insurance
- Actual Cash Value
- \$1,000 Deductible

Computer Coverage

\$17,304	--	Owned Hardware
32,178	--	Leased Hardware
1,000	--	Hardware Transit
30,000	--	Owned Software
2,000	--	Software Transit
5,000	--	Extra Expense

- Risks of Direct Physical Loss,
subject to exclusions
- Replacement Cost
- 100% Co-Insurance
- \$250 Deductible

Total Premium -- \$1,789

BOILER

Limit -- \$ 265,000

- Comprehensive Form
- \$500 Deductible

Total Annual Premium -- \$712

Brohm Mining Corp.
Page 3

BUSINESS AUTO

Liability

\$1,000,000 CSL -- Bodily Injury & Property Damage
5,000 -- Medical Payments
1,000,000 -- Uninsured & Underinsured Motorist

--Includes hired & non-owned
auto coverage

Physical Damage

\$250 deductible -- Comprehensive
\$250 deductible -- Collision

--Coverage for hired autos included
at \$50,000 limit
--See attached schedule

Total Premium -- \$14,702

GENERAL LIABILITY

\$2,000,000 -- General Aggregate Limit
2,000,000 -- Products & Completed Operations Aggregate Limit
1,000,000 -- Personal & Advertising Injury Limit
1,000,000 -- Each Occurrence
50,000 -- Fire Damage Limit
5,000 -- Medical Payments Limit

Brohm Mining Corp.

Page 4

<u>Classification</u>	<u>Premium Base</u>	<u>Remarks</u>
Mining	Payroll-\$1,450,000	Auditable
Geophysical Exploration	Payroll-\$50,000	Auditable
Contractors-not bldgs	Cost-\$6,000,000	Auditable
Building - LRO	Area-2200 sq. ft.	

Total Annual Deposit Premium -- \$34,147

EMPLOYER BENEFITS LIABILITY

\$3,000,000 -- Aggregate Limit

1,000,000 -- Each Claim Limit

Premium included under General Liability

UMBRELLA

\$2,000,000 -- General Aggregate Limit

2,000,000 -- Products & Completed Operations Aggregate Limit

2,000,000 -- Each Incident Limit

--\$10,000 retained limit

--Premium based on \$1,500,000 payroll

Total Annual Deposit Premium -- \$13,444

BROHM MINING CORP.
VEHICLE LIST
JUNE 1990

	<u>DESCRIPTION</u>	<u>SERIAL#</u>	<u>COST NEW</u>
1.	1979 CHEVY PICKUP	6100	\$13,000
2.	1986 CHEVY BLAZER	2108	15,000
3.	1987 CHEVY PICKUP	0596	12,000
4.	1987 CHEVY PICKUP	1066	12,000
5.	1987 CHEVY BLAZER	2922	16,380
6.	1988 CHEVY PICKUP (FLEETSIDE)	2910	16,142
7.	1987 CHEVY PICKUP	0141	14,000
8.	1987 CHEVY PICKUP	4091	13,300
9.	1987 CHEVY BLAZER	2454	19,900
10.	1987 FORD PICKUP	0998	15,274
11.	1988 CHEVY PICKUP	1504 *	14,000
12.	1988 CHEVY PICKUP	4697 *	14,000
13.	1988 CHEVY PICKUP	7504 *	16,000
14.	1988 CHEVY PICKUP	2595 *	17,000
15.	1987 FORD VAN	9963	16,000
16.	1989 FORD TAURUS	2537 **	15,000
17.	1987 FORD PICKUP	6500 **	12,000
18.	1990 OLDS CUTLASS	6962 ***	13,700

* LEASED - BECK'S CHEVROLET
541 MAIN STREET
DEADWOOD, SD 57732

** LEASED - DEADWOOD AUTO LEASING
P.O. BOX 406
DEADWOOD, SD 57732

*** LEASED - GMAC
C/O PDF SERVICES
7TH FLOOR, EXECUTIVE PLAZA
HUNT VALLEY, MD 21031
(LOSS PAYEE & ADD'L INSURED)

TO BE COMPLETED BY COMPANY, AGENT OR BROKER

Av.

□
□
□

Item No.	Description, Location and Occupancy of Property Covered	Cover-age *	Values	Rate Pub. No.	Rate	
1	Fire water storage tank & pump system	B	303,000			
2	Electric power dist. system Control switch gear process bldg.	PPI	200,000			
3	Emergency power dist. system (Caterpillar diesel generator)	PPI	62,000			
4	Plant bldg. (incl. site prep.) (Butler, steel on steel)	B	1,204,000			
		BUSI	1,477,000			
5	Merill Crowe circuit-precip system (inside) tank, piping, steel deacavation tower (inside)	PPI	498,000			
6	Refinery area-electric induction furnace, slag crushers, electrostatic percipitation dust collection system	PPI	184,000			
7	Retort (steel box w/chambers)	PPI	82,000			
8	Plant aux. service pipe	PPI	12,000			
9	Fresh water system (tank, 2 pumps, & piping below surface)	PPI	155,000			
10	Crusher bldg. (10x10 Butler bldg.)	B	6,000			
		PPI	187,000			
		BUSI	384,000			
11	Office Building	B	172,000			
		PPI	66,000			
12	Lab Building	B	88,000			
		PPI	151,000			
		TOTALS				

AVERAGE RATES EFFECTIVE

* B=Building S=Stock PPI=Personal Property of the Insured PPO=Personal Property of Others Other — Specify Above

□ □ □

AVERAGE RATES EFFECTIVE

CF 16 15 (Ed. 01 83)

BROHM MINING CORP.
CONTRACTOR'S EQUIPMENT
JUNE 1990

Miscellaneous Tools (max of \$5,000 on any one item)	10,000
1988 JCV 525 Loadall Forklift-loader, #276014	37,950
150HP Cycle-Therm Portable Boiler, #9374 *	25,000
TOTAL OF INSURANCE	72,950

* Loss Payee -
Colorado Boiler, Welding & Manufacturing Co.
1963 Chestnut Place
Denver, CO 80202

COPY

USF&G
INSURANCE**MASTER INSURANCE POLICY - COMMON POLICY DECLARATIONS**Policy No. **1MP 110496408 00** Renewal of **1MP07812389201****1. NAMED INSURED AND MAILING ADDRESS:**(No., Street, City, State, Zip Code) **JUL 20 1989****BROHM MINING CORP.**
P.O. Box 485
Deadwood, SD 57732

- ☒ United States Fidelity and Guaranty Company
☐ Fidelity and Guaranty Insurance Underwriters, Inc.
☐ Fidelity and Guaranty Insurance Company

(Each a Stock Insurance Company)

The issuing company is designated above by the letter X.

2. POLICY PERIOD:From **7/1/89** to **7/1/90**
12:01 A.M. standard time at your mailing address shown above.Branch Office: **Mpls., MN**
Agent: **Coburn Insurance Agency**
Address: **P.O. Box 507**
Deadwood, SD 57732Agent's Code: **47-4992**
Countersigned By:**3. BUSINESS DESCRIPTION:****Surface Mining**

4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Parts	Premium
Commercial Property	\$ 14,047.
Commercial General Liability	\$ 38,915.
Business Auto	\$ 11,738.
Crime	\$ 1,313.
Inland Marine	\$ 4,819.
Commercial Umbrella Liability	\$ 11,430.
	\$
Total Policy Premium	\$ 82,262.
Premium is payable: At Inception	\$ 82,262.

5. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:**CL/IL 102 01 88 IL 00 17 11 85**

7/13/89/lr

COMMERCIAL PROPERTY COVERAGE PART — DECLARATIONS

 Policy No. 1MP11049640800
☐ See Supplemental Declarations.

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location (Street, City, County, State & Zip Code), Construction and Occupancy
1	1	7 miles south of Deadwood, Highway 385, Sec. 18-4N-4E, BHM, Lawrence County, SD 57732 frame - warehouse
2	11	Sec. 5 & 8, T4N, R4E, Lawrence County, SD 57783 Per Statement of Values on file with company frame - office
2	1-12	Per Statement of Values on file with Company

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Limit of Insurance	Prem. No.	Bldg. No.	Coverage Symbol ⁽¹⁾	Causes of Loss Form ⁽²⁾	Coinsurance ⁽³⁾	Rates	Replacement Cost (X)			Inflation Guard (%)	
							BLDG	YBPP	"Stock"	BLDG	YBPP/PPO
\$ 3,000.	1	1	YBPP	Special	90%	INCL	()	X	()	%	%
\$ 1,000.	1	1	EXTE	Special	40/80/100	INCL	()	()	()	%	%
\$ 6,000.	2	11	EXTE	Special	40/80/100	INCL	()	()	()	%	%
\$ 2,890,940.	2	1-12	BLKF	Special	90%	INCL	X	X	()	%	%
\$							()	()	()	%	%
\$							()	()	()	%	%

Prem. No.	Bldg. No.	Coverage Symbol ⁽¹⁾	Agreed Value Exp. Date	Agreed Value Amount	Applies to Business Income Only		
					Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity (X)	Extended Period of Indemnity (Days)
				\$		()	
				\$		()	
				\$		()	

This policy's pro rata portion of all contributing insurance is 100%, except:

DEDUCTIBLE: \$ 250. Other than Earthquake; % Earthquake

Deductible Exceptions:

MORTGAGE HOLDERS:

Prem. No.	Bldg. No.	Mortgage Holder Name and Mailing Address
2	1-12	Citibank, NA, 399 Park Avenue, New York, NY 10043

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: CL/IL 141 11 88

To all coverages: CP 00 90 07 88, CP 01 19 07 88

To specific premises / coverages:

Prem. No.	Bldg. No.	Coverage Symbol ⁽¹⁾	Form Number & Edition Date
1	1	YBPP	CP 00 10 07 88, CP 10 30 07 88, CP 12 18 07 88
1	1	EXTE	CP 00 50 11 85, CP 10 30 07 88
2	11	EXTE	CP 00 50 11 85, CP 10 30 07 88
2	1-12	BLKF	CP 00 10 07 88, CP 10 30 07 88, CP 12 18 07 88

PREMIUM FOR THIS COVERAGE PART: \$ 14,047.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Prem. No.	Bldg. No.	Description of Property	Loss Payee (Name & Address)	Provisions Applicable		
				Loss Payable	Lender's Loss Payable	Contract Of Sale
1	1	YBPP		XXXX		
2	1-12	BLKF	CITIBANK, n.a. 399 Park Avenue New York, NY 10043			
2	11	BLDG office	GELCO SPACE 4455 East 74th Avenue Commerce City, CO		XXXXXX 80022-1485	

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and

COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS

Policy No. 1MP11049640800

MODIFICATION:
Experience
Schedule
Expense
Total
PD DEDUCTIBLE

LIMITS OF INSURANCE:

\$ 2,000,000.	General Aggregate Limit (Other than Products-Completed Operations)
\$ 2,000,000.	Products-Completed Operations Aggregate Limit
\$ 1,000,000.	Personal and Advertising Injury Limit
\$ 1,000,000.	Each Occurrence Limit
\$ 50,000.	Fire Damage Limit (Any One Fire)
\$ 5,000.	Medical Expense Limit (Any One Person)

FORM OF BUSINESS:

☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☒ Corporation
 ☐ Other

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

☐ Same as shown in Item 1 of the Common Policy Declarations.
☐ See below.

PREMIUM SCHEDULE: ☐ See Supplemental Schedule.

Classifications	Code No.	Premium Bases ⁽¹⁾	Rates Prem./ Ops. ⁽²⁾	Prod./ Comp. Ops. ⁽³⁾	Advance Premiums Prem./ Ops. ⁽²⁾	Prod./ Comp. Ops. ⁽³⁾
Mining - surface	98003	p)1,450,000	14.961	1.169	21,693.	1,695.
Geophysical Exploration - including Products/Completed Operations	95357	p)50,000	24.907	INCL	1,245.	INCL
Contractors - subcontracted work - in connection with con- struction, reconstruction, erection or repair - not buildings	91581	c)6,000,000	.450	1.885	2,700.	11,310.
Building or Premises - bank or office - mercantile or manufacturing - maintained by the insured (lessor's risk only) including Products/ Completed Operations	61211	a)2200	15.151	INCL	33.	INCL

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART:

\$ 25,671. \$ 13,005.

AUDIT PERIOD: ☒ Annually ☐ Semi-annually ☐ Quarterly ☐ Monthly

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: CL/IL 151 04 88, CL/IL 00 21 02 88, CL/IL 154 11 38, IL 02 32 01 89, CL/CG 138 04 87, CL/CG 142 10 87, CL/CG 21 02 09 88, CG 00 01 11 85, CG 00 41 05 86, CG 20 11 11 85, CG 25 04 11 85

RETROACTIVE DATE: (Applicable only when coverage is provided by CG 00 02 Claims Made.)
(Enter date or "None" if no Retroactive Date applies.)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurred before the Retroactive Date, if any, shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You): office building at Sec. 5 & 8, T4N,
R4E, Lawrence County, SD
2. Name of Person or Organization (Additional Insured): GELCO SPACE
4455 East 74th Avenue
3. Additional Premium: INCL Commerce City, CO 80022-1485

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

EMPLOYEE BENEFITS LIABILITY COVERAGE PART — DECLARATIONS**USF&G[®]**
INSURANCEPolicy No. 1MP11049640800**LIMITS OF INSURANCE:**\$ 3,000,000. Aggregate Limit\$ 1,000,000. Each Claim Limit (Subject to a \$1000 deductible)**FORM OF BUSINESS:**

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation
☐ Other _____

PREMIUM SCHEDULE:

Code No.	Premium Basis (Estimated Number of Employees)	Rate Flat Charge	Advance Premium
72000	52	\$ 239. + Rate Per Employee	\$239.
		\$	

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART: \$239.**AUDIT PERIOD:** ☐ Annually ☐ Semi-annually ☐ Quarterly ☐ Monthly**FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:**

CL/IL 262(8-86), CL/CG 00 03 01 87

RETROACTIVE DATE:7/1/88 (Enter date or "None" if no Retroactive Date applies.)

This insurance does not apply to damages caused by an "Employee Benefits Incident" which occurred before the Retroactive Date, if any; shown above.

BUSINESS AUTO COVERAGE PART — DECLARATIONS (PART 1)

Policy No. 1MP11049640800

MODIFICATION:		
Experience	Lab.	Phys D.
Schedule		
Expense		
Total		
PD DEDUCTIBLE		

ITEM ONE. FORM OF BUSINESS:

☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☒ Corporation
 ☐ Other

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS:

This Coverage Part provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Liability	1	\$ 1,000,000.	\$ 4,230.
Personal Injury Protection (P.I.P.) (or equivalent No-Fault coverage)		Separately Stated In Each P.I.P. Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (or equivalent Added No-Fault coverage)		Separately Stated In Each Added P.I.P. Endorsement.	\$
Property Protection Insurance (Michigan only)		Separately Stated In The P.P.I. Endorsement Minus \$ Deductible For Each "Accident."	\$
"Auto" Medical Payments	2	\$ 5,000.	\$ 356.
Uninsured Motorists	6	\$ 1,000,000.	\$ 652.
Underinsured Motorists (when not included in Uninsured Motorists coverage)	6	\$ Included in Uninsured Motorists	\$ INCL
Physical Damage Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$ Deductible For Each Covered "Auto." But No Deductible Applies To "Loss" Caused By Fire Or Lightning. See ITEM FOUR for hired or borrowed "autos."	\$ 2,252.
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$25 Deductible For Each Covered "Auto" For "Loss" Caused By Mischief Or Vandalism. See ITEM FOUR for hired or borrowed "autos."	\$
Physical Damage Collision Coverage	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$ Deductible For Each Covered "Auto" See ITEM FOUR for hired or borrowed "autos."	\$ 4,248.
Physical Damage Towing And Labor (not available in California)		\$ For Each Displacement Of A Private Passenger Auto	\$
Premium for Endorsements:			\$
TOTAL ESTIMATED PREMIUM FOR THIS COVERAGE PART:			\$ 11,738.

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: CL/IL 00 21 02 88 (Not applicable in New York).

CL/IL 702 07 88 (Part 1) CL/IL 702 10 87 (Part 2), CL/IL 704 10 87, CL/CA 143 07 88,

IL 02 32 01 89, CA 00 01 01 87, CA 00 29 12 88, CA 20 010187(2
CA 21 41 10 88, CA 21 71 01 88, CA 99 03 01 87, CA 99 16 01 87, CL/009901(01-
87

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN: SEE VEHICLE SCHEDULE.

USF&G
INSURANCE

ITEM FOUR. SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS:
LIABILITY COVERAGE—RATING BASIS, COST OF HIRE

TOTAL PREMIUM \$ 29.

PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by "X".

ITEM FIVE. SCHEDULE FOR NON-OWNERSHIP LIABILITY:

ITEM SIX. SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS—LIABILITY COVERAGE—PUBLIC AUTO OR LEASING RENTAL CONCERNS:

PREMIUM BASIS (See Reverse Side for Explanation) Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage		RATES		PREMIUMS	
		<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile			
		LIABILITY COVERAGE	"AUTO" MEDICAL PAYMENTS	LIABILITY COVERAGE	"AUTO" MEDICAL PAYMENTS
		TOTAL PREMIUMS		\$	\$
		Minimum Premiums		\$	\$

VEHICLE SCHEDULE

 Policy No. 1MP11049640800

Covered "Auto" No.	DESCRIPTION		PURCHASED		TERRITORY	
	Year Model; Trade Name; Body Type, Serial Number (S), Vehicle Identification Number (VIN)		Original Cost New	Actual Cost & New (N) Used (U)	City & State where the covered "auto" will be principally garaged	
1	1979 Chevy Pickup-CKL249F316100		\$13,000.		40-009 Deadwood, SD	
2	1986 Chevy Blazer-1G8EK18H2GF142108		15,000.		40-009	
3	1987 Chevy Pickup-1GCEV24K1HS120596		12,000.		40-009	
4	1987 Chevy Pickup-1GCEV24K7HJ111066		12,000.		40-009	
5	1987 Chevy Blazer-1GNEV18K9HF132922		16,380.		40-009	
6	1988 Chevy Fleetside 4X4 Pickup-2GCDK14K71122910		\$16,142.		40-009	
7	1987 Chevy 1/2 Ton 4X4 Pickup-1GCEV14H4HJ130141		\$14,000.		40-009	
8	1987 Chevy 1/2 Ton 4X4 Pickup-1GCEV14HXHS134091		\$13,300.		40-009	

Covered "Auto" No.	CLASSIFICATION								Except for towing, all physical damage "loss" is payable to you and the loss payee named below as interests may appear at the time of the "loss."
	Radius of Operation	Business use s = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	
					Liability	Physical Damage			
1				6	1.00	1.00	.00	01499	
2				4	1.00	1.00	.00	1014	
3				3	1.00	1.00	.00	01499	
4				3	1.00	1.00	.00	01499	
5				3	1.00	1.00	.00	1014	
6				2	1.00	1.00	.00	01499	
7				3	1.00	1.00	.00	01499	
8				3	1.00	1.00	.00	01499	

Covered "Auto" No. **COVERAGES—PREMIUMS, LIMITS AND DEDUCTIBLES** (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead).

Covered "Auto" No.	Liability		Personal Injury Protection		Added P.I.P.	Prop. Prot. (Mich. only)		"Auto" Med. Pay.	
	Limit	Premium	Deductible	Premium	Premium	Deductible	Premium	Limit	Premium
1		234.							25.
2		341.							14.
3		234.							25.
4		234.							25.
5		341.							14.
6		234.							25.
7		234.							25.
8		234.							25.
TOTAL									
PREMIUM									

Covered "Auto" No. **COVERAGES—PREMIUMS, LIMITS AND DEDUCTIBLES** (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead).

Covered "Auto" No.	Comprehensive		Specified Causes of Loss	Collision		Towing & Labor	
	Deductible	Premium	Premium	Deductible	Premium	Limit Per Disabement	Premium
1	250	78.		250	156.		
2	250	104.		250	189.		
3		120.		250	241.		
4	250	120.		250	241.		
5	250	173.		250	281.		
6	250	173.		250	325.		
7	250	120.		250	241.		
8	250	120.		250	241.		
TOTAL							
PREMIUM							

VEHICLE SCHEDULE

 Policy No. 1MP11049640800

Covered "Auto" No.	DESCRIPTION		PURCHASED		TERRITORY
	Year Model; Trade Name; Body Type, Serial Number (S), Vehicle Identification Number (VIN)		Original Cost New	Actual Cost & New (N) Used (U)	City & State where the covered "auto" will be principally garaged
9	1987 Chevy Blazer-1GNEV18K9HF162454		19,900.		40-009
10	1987 Ford 1/2 Ton 4X4 Pickup-1FTEF14N0HKA00998		15,274.		40-009
11	1988 Chevy 1/2 Ton 4X4 Pickup-1GCDK14HXJ2301504		14,000.		40-009
12	1988 Chevy 1/2 Ton 4X4 Pickup-1GCDK14HJZ2304697		14,000.		40-009
13	1988 Chevy 3/4 Ton 4X4 Pickup-1GCFK24H9JZ307504		16,000.		40-009
14	1988 Chevy 1 Ton Flatbed Truck-1GBHV34K6JJ142595		17,000.		40-009
15	1987 Ford Club Wagon (Van)-1FBJ531L4HHA69963		16,000.		40-009
16	1989 Ford Taurus GL-1FABP52UKG232537		15,000.		40-009

Covered "Auto" No.	Radius of Operation	Business use s = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	Except for towing, all physical damage "loss" is payable to you and the loss payee named below as interests may appear at the time of the "loss."
					Liability	Physical Damage			
9				3	1.00	1.00	.00	1014	
10				3	1.00	1.00	.00	01499	
11				2	1.00	1.00	.00	01499	
12				2	1.00	1.00	.00	01499	
13				2	1.00	1.00	.00	01499	
14				2	1.00	1.00	.00	01499	
15				3	1.00	1.00	.00	01499	
16				1	1.00	1.00	.00	1014	

Covered "Auto" No.	COVERAGES—PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead).									
	Liability		Personal Injury Protection		Added P.I.P.	Prop. Prot. (Mich. only)		"Auto" Med. Pay.		
	Limit	Premium	Deductible	Premium	Premium	Deductible	Premium	Limit	Premium	
9		341.							14.	
10		234.							25.	
11		234.							25.	
12		234.							25.	
13		234.							25.	
14		234.							25.	
15		234.							25.	
16		341.							14.	
TOTAL										
PREMIUM		4,172.							356.	

Covered "Auto" No.	COVERAGES—PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead).						
	Comprehensive		Specified Causes of Loss	Collision		Towing & Labor	
	Deductible	Premium	Premium	Deductible	Premium	Limit Per Disabiement	Premium
9	250	173.		250	281.		
10	250	173.		250	325.		
11	250	120.		250	241.		
12	250	120.		250	241.		
13	250	173.		250	325.		
14	250	173.		250	325.		
15	250	173.		250	325.		
16	250	139.		250	270.		
TOTAL							
PREMIUM		2,252.			4,248.		

POLICY NUMBER: 1MP11049640800

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 TRUCKERS COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured BROHM MINING CORP.	Countersigned by

(Authorized Representative)

SCHEDULE

Insurance Company **United States Fidelity & Guaranty Company**
 Policy Number **1MP11049640800**
 Effective Date **7/1/89**

BROHM MINING CORP. Expiration Date **7/1/90**

Named Insured **P.O. Box 485, Deadwood, SD 57732**
 Address

Additional Insured (Lessor) **BECKS CHEVROLET, INC., 541 Main Street, Deadwood, SD**
 Designation or Description of Leased "Autos"

#11 - 1988 Chevy $1\frac{1}{2}$ Ton 4X4 Pickup #1GCDK14HXJ2301504
 #12 - 1988 Chevy $2\frac{1}{2}$ Ton 4X4 Pickup #1GCDK14HJZ304697
 #13 - 1988 Chevy $3\frac{1}{4}$ Ton 4X4 Pickup #1GCFK24H9JZ307504
 #14 - 1988 Chevy 1 Ton Flatbed Truck #1GBHV34K6JJ142595

Coverages	Limit of Insurance
Liability	\$ 1,000,000. Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS. MINUS: \$ 250. For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS. MINUS: \$ 250. For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER MINUS: \$ For Each Covered "Auto"

POLICY NUMBER: 1MP11049640800

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured BROHM MINING CORP.	Countersigned by

(Authorized Representative)

SCHEDULE

Insurance Company United States Fidelity & Guaranty Company
Policy Number 1MP11049640800
Effective Date 7/1/89

Named Insured BROHM MINING CORP. Expiration Date 7/1/90
Address P.O. Box 485, Deadwood, SD 57732
Additional Insured (Lessor) DEADWOOD AUTO LEASING, P.O. Box 406, Deadwood, SD 577.
Designation or Description of Leased "Autos"

#16 - 1989 Ford Taurus GL #1FABP52UKG232537

Coverages	Limit of Insurance
Liability	\$ 1,000,000. Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS. MINUS \$ 250. For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS. MINUS \$ 250. For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER MINUS \$ For Each Covered "Auto"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement effective	
Named Insured BROHM MINING CORP.	Countersigned by

(Authorized Representative)

SCHEDULE

	Limit
UNINSURED MOTORISTS COVERAGE	\$ 1,000,000. EACH "ACCIDENT"
UNDERINSURED MOTORISTS COVERAGE	\$ 1,000,000. EACH "ACCIDENT"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle."
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. EXCLUSIONS

This insurance does not apply to:

1. Punitive or exemplary damages.
2. With respect to an "uninsured motor vehicle" as defined in paragraph F.3. of ADDITIONAL DEFINITIONS, any claim settled without our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured BROHM MINING CORP.	Countersigned by

(Authorized Representative)

SCHEDULE

Description of Auto: ALL HIRED AUTOS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and a not covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto."

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

CRIME COVERAGE PART — DECLARATIONS

 Policy No. 1MP11049640800
APPLICABLE COVERAGE FORMS: This coverage part consists of those coverage forms for which a premium is shown.

Limit of Insurance	Deductible	Premium	
\$ 50,000.	\$ 500.	\$ 1,042.	EMPLOYEE DISHONESTY COVERAGE FORM A - BLANKET
See CR 00 02	\$	\$	EMPLOYEE DISHONESTY COVERAGE FORM A - SCHEDULE
\$ 50,000.	\$ 500.	\$ 271.	FORGERY OR ALTERATION COVERAGE FORM B
			THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM C:
\$	\$	\$	Section 1 - Inside the Premises
\$	\$	\$	Section 2 - Outside the Premises
			ROBBERY AND SAFE BURGLARY COVERAGE FORM D:
			Section 1 - Inside the Premises:
\$	\$	\$	A. Robbery of a Custodian
\$	\$	\$	B. Safe Burglary
\$	\$	\$	Section 2 - Outside the Premises
\$	\$	\$	PREMISES BURGLARY COVERAGE FORM E
\$	\$	\$	COMPUTER FRAUD COVERAGE FORM F
\$	\$	\$	EXTORTION COVERAGE FORM G:
			Percentage of Loss Participation:
			Yours % Ours %
			PREMISES THEFT AND ROBBERY OUTSIDE THE PREMISES COVERAGE FORM H:
\$	\$	\$	Section 1 - Inside the Premises
\$	\$	\$	Section 2 - Outside the Premises
See CR 00 10	See CR 00 10	\$	LESSEES OF SAFE DEPOSIT BOX COVERAGE FORM I
See CR 00 11	\$	\$	SECURITIES DEPOSITED WITH OTHERS COVERAGE FORM J

TOTAL PREMIUM FOR THIS COVERAGE PART:

\$ 1,313.

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: CL/IL 351 07 86

CR 10 00 01 86, CR 00 01 01 86, CR 00 03 01 86, CR 02 08 04 87

CANCELLATION OF PRIOR INSURANCE: By acceptance of this policy you give us notice canceling prior Policy or Bond Nos. _____
 the cancellation to be effective at the time this policy becomes effective.

**ELECTRONIC DATA PROCESSING COVERAGE PART
DECLARATIONS (PART 1)**

USF&G®
INSURANCE

Policy No. 1MP11049640800

LIMITS OF INSURANCE: We provide only those coverage(s) for which a Limit of Insurance is shown below and only at the following "premises" except as otherwise stated:

**Sec. 5 & 8, T4N, R4E
Lawrence County, SD**

ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE — See Schedule of Covered Property, CL/IL 523, for description of Covered Property and Limit of Insurance for each item.

\$ **17,304.** All Covered Property that you own while within the above "premises."
\$ **32,178.** All Covered Property for which you are legally responsible while within the above "premises."
\$ **1,000.** All Covered Property in transit or while temporarily within other premises.

ELECTRONIC DATA PROCESSING MEDIA COVERAGE — See Schedule of Covered Property, CL/IL 523, for description of Covered Property and Limit of Insurance for each item.

\$ **7,250.** All Covered Property that you own while within the above "premises."
\$ All Covered Property for which you are legally responsible while within the above "premises."
\$ **2,000.** All Covered Property in transit or while temporarily within other premises.

Electronic Data Processing Media as scheduled below is irreplaceable with other of like kind or quality. Limits of Insurance for these items are as stated. ☐ See Schedule of Covered Property, CL/IL 523.

\$

\$

\$

\$

Electronic Data Processing Media **not** covered:

ELECTRONIC DATA PROCESSING EXTRA EXPENSE COVERAGE

\$ **5,000.** Any one "loss."

ELECTRONIC DATA PROCESSING LOSS OF BUSINESS INCOME COVERAGE

\$ Any one "loss."

\$ Any one "day."

**ELECTRONIC DATA PROCESSING COVERAGE PART
DECLARATIONS (PART 2)**

USF&G®
INSURANCE

Policy No. 1MP11049640800

DEDUCTIBLE:

- \$ 250. Applies only to Electronic Data Processing Equipment Coverage Form.
\$ 250. Applies only to Electronic Data Processing Media Coverage Form.
\$ 250. Applies only to Electronic Data Processing Extra Expense Coverage Form.
\$ Applies only to Electronic Data Processing Loss of Business Income Coverage Form.
\$ Applies only to Coverage Extension, CL/CM 35 02.

VALUATION:

- ☐ Actual Cash Value ☒ Replacement Cost

COINSURANCE: Applies only to Electronic Data Processing Equipment Coverage Form.

- ☐ 80% ☐ 90% ☒ 100%

LOSS PAYEE NAME AND MAILING ADDRESS: ☐ See Loss Payee Schedule.

Mid-America Leasing Co.
Box 1324
Sioux Falls, SD 57101

OPTIONAL COVERAGES:

- ☐ Functional Replacement Cost, CL/CM 35 01 — Applies only to Electronic Data Processing Equipment Coverage.
☐ Coverage Extension, CL/CM 35 02.

SPECIAL PROVISIONS (if any):

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

CL/IL 516 01 86 (Part 1 & 2), CM 00 01 11 85, CM 02 07 01 89,
CL/CM 00 35 05 87, CL/CM 00 36 10 86, CL/CM 00 37 11 87

PREMIUM FOR THIS COVERAGE PART:

\$ 465.

SCHEDULE OF COVERED PROPERTYPolicy No. 1MP11049640800This schedule provides supplemental information for use with: **CONTRACTOR'S EQUIPMENT**

We cover property described below:

ITEM NO.	DESCRIPTION OF COVERED PROPERTY	LIMIT OF INSURANCE
1.	1988 Fisher 2 stage Crusher/Conveyor System, including Control Room	\$1,700,000.
2.	Misc. Tools (with maximum of \$5,000. on any one item)	10,000.
3.	1988 JCV 525 Loadall Forklift-loader #276014	37,950.
4.	150 HP Cycle - Therm Portable Boiler #9374	25,000.

CONTRACTOR'S EQUIPMENT COVERAGE PART—DECLARATIONS

USF&G
INSURANCE

Policy No. IMP11049640800

☒ Broad Causes of Loss
☐ Specific Causes of Loss

LIMITS OF INSURANCE:

☒ **SCHEDULED** — See **Schedule of Covered Property** CL/IL 523 for equipment description and Limit of Insurance for each scheduled item.

\$ **1,772,950.** All **Covered Property** in any one "loss" at any one location.
\$ **1,772,950.** All **Covered Property** in any one "loss" at all locations.

☐ **BLANKET**

\$ Any one item of **Covered Property**.
\$ All **Covered Property** in any one "loss" at any one location.
\$ All **Covered Property** in any one "loss" at all locations.

DEDUCTIBLE:

5,000.—Conveyor/Crusher
\$ **1,000.— all** The deductible amount is \$250 unless otherwise stated.
other

RATES AND PREMIUMS:

REPORTING		NON-REPORTING	
\$	Rate	\$ various	Rate
	Premium Adjustment Period	\$	Minimum Premium
	Reporting Period		
\$	Deposit Premium		
\$	Minimum Premium		

ADDITIONALLY COVERED PROPERTY — LIMITS OF INSURANCE:

\$ Borrowed Equipment; Applies only when CL/CM 20 04 is attached.
\$ Any one item of Leased or Rented Equipment.
\$ All Leased or Rented Equipment in any one "loss" at all locations.

The following applies only to Leased or Rented Equipment, CL/CM 20 01:

\$ Rate
Premium Adjustment Period
Reporting Period
\$ Deposit Premium
\$ Minimum Premium
\$ Deductible

OPTIONAL COVERAGES:

<input type="checkbox"/> Debris Removal	<input type="checkbox"/> Waterborne Coverage	<input type="checkbox"/> Underground Coverage
<input type="checkbox"/> Overload Coverage	<input type="checkbox"/> Rental Expense	
<input type="checkbox"/> Waiver of Depreciation	<input type="checkbox"/> Employee Tools	

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: CL/IL 521 06 88

CL/IL 523 05 88, CM 00 01 11 85, CM 02 07 01 89, CL/CM 00 20 B 02 88,
CL/009902(01-87), CL/CM 99 06 01 88

PREMIUM FOR THIS COVERAGE PART:

\$ **4,354.**

CONTRACTOR'S EQUIPMENT SCHEDULED COVERAGE FORM

(BROAD CAUSES OF LOSS)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F.- DEFINITIONS.

A. COVERAGE

We will pay for direct physical "loss" to Covered Property caused by or resulting from any Covered Cause of Loss.

1. COVERED PROPERTY

We cover only the property described in the attached Schedule of Covered Property.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Accounts, bills, deeds, evidences of debt, money, notes or securities, plans, blueprints, specifications, designs, or any similar property;
- b. Marine vessels, watercraft, aircraft, ~~and~~ ~~other vehicles~~;
- c. Property while waterborne; But coverage applies while the Covered Property is in transit by public carriers for hire.
- d. Property while underground; But coverage applies while the Covered Property is in transit through vehicular or railroad tunnels.

3. COVERED CAUSES OF LOSS

We cover against RISKS OF DIRECT PHYSICAL "LOSS" unless the Cause of Loss is excluded in section B., Exclusions, or is limited by other sections of this Coverage Form.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market, or consequential loss of any kind;
 - b. Unexplained disappearance or shortage found upon taking inventory;
 - c. Wear and tear, any quality in the property that causes it to damage or destroy itself, mechanical breakdown, hidden or latent defect, gradual deterioration;

- d. Corrosion, rust, dampness or dryness of atmosphere, freezing or extremes of temperature;
- e. Dishonest acts by you, or by any of your partners, officers, or trustees, or by anyone with an interest in the property, or by your or their employees, agents, or authorized representatives, or by anyone entrusted with the property except a carrier for hire, whether or not acting alone or in collusion with other persons or occurring during the hours of employment;
- f. Exceeding the manufacturer's rated capacity of the equipment.

2. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

c. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion, or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

C. LIMITS OF INSURANCE

The most we will pay for "loss" is the applicable

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: **CONTRACTOR'S EQUIPMENT**

- e. Automobiles, trucks, trailers, or semi-trailers used to transport people or property on public roads, including the power units of these vehicles.

This condition does not apply to any vehicle:

- (1) On which your equipment is permanently mounted; or
- (2) That is not licensed and which is not operated on public roads.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE FORM

This endorsement modifies insurance provided under the following: **CONTRACTOR'S EQUIPMENT**

The following condition also applies.

LOSS PAYABLE

In the event of "loss" to Covered Property, caused by or resulting from a Covered Cause of Loss, we will:

1. Adjust the "loss" with you; and
2. Pay the adjusted "loss" jointly to you and the applicable Loss Payee, as interests may appear.

LOSS PAYEE SCHEDULE*

Loss Payee Name (and Mailing Address)	Description of (Covered Property)
COLORADO BOILER, WELDING & MANUFACTURING CO. 1963 Chestnut Place Denver, CO 80202	#4 - 150 HP Cycle-Therm Portable Boiler #9374

* Other Loss Payees may be shown in separate schedule.

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART - DECLARATIONS

USF&G
INSURANCE

Policy No. 1MP11049640800

LIMITS OF INSURANCE:

\$ 2,000,000. General Aggregate Limit (Other than Products-Completed Operations)
\$ 2,000,000. Products-Completed Operations Aggregate Limit
\$ 2,000,000. Each Incident Limit

RETAINED LIMITS:

\$ 10,000. Each Incident - Coverage A
\$ 10,000. Each Incident - Coverage B

FORM OF BUSINESS:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation
☐ Other

UNDERLYING INSURANCE: ☐ See Supplemental Schedule.

Policy No.	Policy Period	Insurer	Limits of Insurance
------------	---------------	---------	---------------------

Automobile Liability:			\$1,000,000. Each Accident
1MP11049640800	7/1/89-90	USF&G	

Commercial General Liability:			\$2,000,000. General Aggregate
1MP11049640800	7/1/89-90	USF&G	\$2,000,000. Products-Completed Operations Aggregate
			\$1,000,000. Personal and Advertising Injury
			\$1,000,000. Each Occurrence

Employers Liability:			Bodily Injury by Accident
031900093561	9/25/88-89	Wausau Ins.	\$ 100,000. Each Accident

	Bodily Injury by Disease
\$ 500,000.	Policy Limit
\$ 100,000.	Each Employee

PREMIUM SCHEDULE:

Premium Basis	Estimated Exposure	Rate per \$ 1,000.	Estimated Premium	Minimum Premium
GL Payroll	\$1,500,000.	7.620	\$11,430.	\$1,260.

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART: \$11,430.

AUDIT PERIOD: ☒ Annually ☐ Semi-annually ☐ Quarterly ☐ Monthly

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

CL/IL 191 10 87, CL/CU 00 01 01 87, CL/CU 99 01 06 88, CL/IL 00 21 02 88,
CL/IL 02 32 02 88, CL/CU 21 45 10 87, CL/Cu 21 53 01 87, CL/CU 21 65 01 87

attach this page - insurance
USF&G

POLICY NUMBER: 1MP07812389201

COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY



SCHEDULE

Prem. No.	Bldg. No.	Description of Property	Loss Payee (Name & Address)	Provisions Applicable		
				Loss Payable YYYYY	Lender's Loss Payable	Contract Of Sale
1	1	YBPP	CITIBANK, N.A. 399 Park Avenue New York, NY 10043			
2	1-12	BLKP				

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and

CHANGE ENDORSEMENT

USF&G[®]
INSURANCE

Change No. 11	Change(s) Eff. 1/26/89	Policy Number 1MP07812389201	Policy Exp. 7/1/89	Company <input checked="" type="checkbox"/> UNITED STATES FIDELITY AND GUARANTY COMPANY <input type="checkbox"/> FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. <input type="checkbox"/> FIDELITY AND GUARANTY INSURANCE COMPANY
Named Insured BROHM MINING CORP. P.O. Box 485 Deadwood, SD 57732			Agent, Address and Agent's Code Coburn Insurance Agency Deadwood, SD 47-4992	
The Named Insured is changed to:				
The following insured(s) is added to the Named Insured:				
The following insured(s) is deleted from the Named Insured:				
The Mailing Address is changed to:				
The Policy Period is changed to:				
The Business Description is changed to:				
The following coverage part(s) is added:				
The following coverage part(s) is deleted:				
The following coverage part(s) is changed as indicated below:				
X PROPERTY				
Change(s) It is understood and agreed Citibank, N.A., 399 Park Avenue, New York, NY 10043 is added as Mortgagee on Loc. #2, Item 1-12, BLKF @ \$2,890,940. Loss Payee is added per attached Form CP1218.				

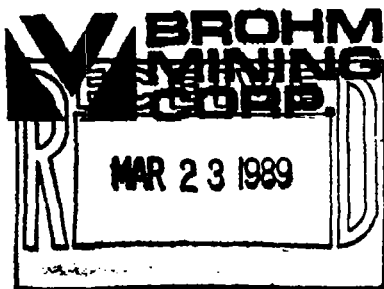
NO CHANGE

☐ Additional Premium \$ _____
 due at Endorsement Effective Date.

2/14/89/1f

☐ Return Premium \$ _____

Authorized Representative



ROUTING

JAA
ORI
PIL

BET

FILE GE - Inman

FACSIMILE TRANSMISSION COVER SHEET

3/23

NAME :

David layman

FILE

GE - Ins

FIRM:

Minuven

FAX NO:

3

FROM:

Diak

NO. OF PAGES (including cover sheet)

3

COMMENTS:

COMMENTS: hard copy to be mailed
for your files

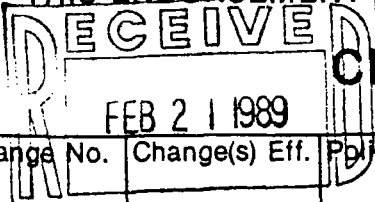
IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL: (605) 578-2107
AS SOON AS POSSIBLE.

FACSIMILE OPERATOR:

Sylvia

FACSIMILE NUMBER: (605) 578-1709

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CHANGE ENDORSEMENT

USF&G
INSURANCE

Change No. 11	Change(s) Eff. 1/26/89	Policy Number 1MP07812389201	Policy Exp. 7/1/89	Company <input checked="" type="checkbox"/> UNITED STATES FIDELITY AND GUARANTY COMPANY <input type="checkbox"/> FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. <input type="checkbox"/> FIDELITY AND GUARANTY INSURANCE COMPANY
Named Insured BROHM MINING CORP. P.O. Box 485 Deadwood, SD 57732			Agent, Address and Agent's Code Coburn Insurance Agency Deadwood, SD 47-4992	
The Named Insured is changed to:				
The following insured(s) is added to the Named Insured:				
The following insured(s) is deleted from the Named Insured:				
The Mailing Address is changed to:				
The Policy Period is changed to:				
The Business Description is changed to:				
The following coverage part(s) is added:				
The following coverage part(s) is deleted:				
The following coverage part(s) is changed as indicated below: X PROPERTY				
Change(s) It is understood and agreed Citibank, N.A., 399 Park Avenue, New York, NY 10043 is added as Mortgagee on Loc. #2, Item 1-12, BLKF @ \$2,890,940. Loss Payee is added per attached Form CP1218.				

NO CHANGE

☐ Additional Premium \$ _____
due at Endorsement Effective Date.
2/14/89/1r

☐ Return Premium \$ _____

Authorized Representative

POLICY NUMBER: 1MP07812389201

COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Prem. No.	Bidg. No.	Description of Property	Loss Payee (Name & Address)	Provisions Applicable		
				Loss Payable YYYYY	Lender's Loss Payable	Contract Of Sale
1	1	YBPP	CITIBANK, N.A.			
2	1-12	BLKP	399 Park Avenue New York, NY 10043			

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and

Marsh & McLennan, Incorporated
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549
Telephone 303 861 7111

FAX 303 861 8123

November 9, 1992

MARSH &
MCLENNAN

Mr. J.C. Sowers
MINVEN GOLD CORPORATION
410 17th Street, Suite 2450
Denver, Colorado 80202

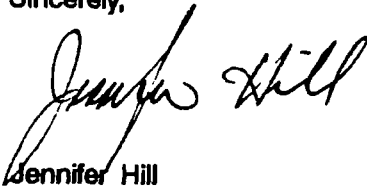
RE: FIRST PARTY POLLUTION INSURANCE

Dear J.C.:

Enclosed is the original and one copy of the First Party Pollution policy, effective September 29, 1992. The policy includes an endorsement adding the state of South Dakota as an Additional Insured. It is my understanding that you will forward a copy to the state of South Dakota.

Please review the enclosed and let me know if you have any questions.

Sincerely,



Jennifer Hill
Client Manager

JH/th

Enclosure

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

NAMED MINVEN GOLD CORP./BROHM MINING CORP.
INSURED P.O. Box 485
AND Deadwood, SD 57732
POST OFFICE

FIRST PARTY POLLUTION CLEAN-UP
DECLARATIONS

THIS IS A CLAIMS-MADE POLICY--PLEASE READ CAREFULLY

POLICY NUMBER: NTD2509514

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.
ADDRESS P.O. Box 485
Deadwood, SD 57732

Item 2: POLICY PERIOD
FROM September 29, 1992 TO September 29, 1993
12:01 A.M. standard time at the address of the NAMED INSURED shown above.

Item 3: LIMIT OF LIABILITY, up to \$286,000 each LOSS
\$286,000 Total for all LOSSES

Item 4: RETENTION \$50,000 each LOSS

Item 5: COVERED LOCATION(S) Gilt Edge Mine
Deadwood, SD

Item 6: POLICY PREMIUM \$50,000

Item 7: EXTENDED DISCOVERY CLAUSE DATE September 29, 1992

Broker: Marsh & McLennan, Inc.
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, CO 80203

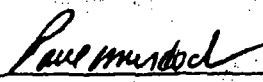

Authorized Representative BL/sm 9/30/92

ENDORSEMENT #2

This endorsement, effective 12:01 a.m., September 29, 1992 forms a part of
Policy No. NTD2509514 issued to MINVEN GOLD CORP./BROHM MINING CORP.
by Planet Insurance Company.

It is hereby agreed upon that this policy will not apply to CLAIMS arising from
the presence or required removal or abatement of lead paint.

All other terms and conditions remain the same.



(Authorized Representative)

ENDORSEMENT #3

This endorsement, effective 12:01 a.m., September 29, 1992 forms a part of
Policy No. NTD2509514 issued to MINVEN GOLD CORP./BROHM MINING CORP.
by Planet Insurance Company.

It is hereby agreed upon that the following entity is included as an Additional Insured, but solely as respects liability arising out of ownership, operation, maintenance or use of the locations covered under this policy.

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.



(Authorized Representative)

PLANET INSURANCE COMPANY

Sun Prairie, Wisconsin

APPLICATION FOR POLLUTION CLEAN-UP COVERAGE

(Include 10K report, annual report, and flow chart of process if available.)

This is an application for a CLAIMS MADE Policy

1) NAMED INSURED: (Include All Subsidiary Companies to be Covered) _____

Brohm Mining Corporation

EPA IDENTIFICATION NUMBER(S): DNA

POST OFFICE ADDRESS: P.O. Box 485, Deadwood, SD 57732

LOCATIONS TO BE COVERED: Gilt Edge Mine

2) NAMED INSURED IS:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

3) HOW LONG HAS THE NAMED INSURED BEEN IN BUSINESS? Five Years

4) SALES:

A) ESTIMATED (Ensuing Year): 24,000 Ounces of Gold

B) LAST 5 YEARS: 1991 1990 1989 1988 1987
Ounces: 30,302 33,133 17,160 6,660 0

5) COMPANY PROFILE AND ENVIRONMENTAL AFFAIRS MANAGEMENT

- A) Outline the site history including any previous uses of the site and by whom: Open pit heap leach gold and silver mine. Start up in 1987.

Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.

- B) Briefly describe the operations conducted at the facility, including raw materials and by-products: Ore/waste rock is produced from mine by surface mining method. Waste rock is delivered to modified valley-fill repository. Ore is crushed to 1" size and carried to triple-lined (clay,fml,fml) leach pad. A diluted cyanide solution is applied to ore. Dilute cyanide solution is piped to plant where gold/silver is recovered.

- C) Give details on any claims or lawsuits against the company, including outcome when applicable: No lawsuits have been filed against Brohm Mining Corporation, however the technical information project of Rapid City, SD is threatening legal action if Brohm Mining Corporation does not obtain a traditional NPDES permit from the EPA. Brohm and its legal counsel have been in contact with EPA, and it appears the lawsuit may not come to pass.

- D) Describe the Management Organization and identify those managers with environmental responsibility (attach organization chart if available): _____

See attached organizational chart

E) Briefly describe any employee training classes held: Employees trained in accordance with 30CFR part 48. Additional training on an "as needed" basis conducted. Separate and unique one time training by vendors (DuPont, DeGussa, etc.)

F) Describe the company's interaction with local, state, and federal authorities: Company official is member of the County LEPC which has recently updated its emergency planning in accordance with "Sarah Title III". Company reports regularly to the County Planning and Zoning administration. Company officials work closely with South Dakota DENR on nearly a daily basis. Other than MSHA, company dealings with Federal agencies is on a sporadic basis.

6) OVERALL FACILITY OPERATIONS

A) Provide a description of the site, including adjacent properties and target populations (attach site plan) See attached site plan. Attachment III.

B) Identify nearby water sources, both surface and groundwater: _____
See attached site plan. Attachment III.

C) Are there any protected environments in the area (parks, wildlife preserves, etc.)? yes X no

If yes, please describe: _____

D) Briefly describe the geology and hydrogeology of the area: _____

See Attachment III.

E) Identify any surface or groundwater uses in the area (drinking wells, etc.):

No domestic or commercial uses within 1 mile of property boundaries

F) Is public water and sewer available? yes ☒ no

G) Outline the security measures at the facility, describe the facility access points, security system, posted areas: Facility is accessed via private access road through main gate located at Administration building operated by remote controllers. Access to property is through ancillary routes controlled by fences/locked gates. Ancillary access is primarily by abandoned logging trails. Facility product is under constant video, IR and motion detector type electronic surveillance. Security system is monitored at a remote central monitoring location.

H) List the safety programs presently in place: Employee training is in compliance with 30CFR part 48, additional training on "as-needed" basis supplied in-house or by applicable vendors i.e. DuPont, DeGussa, etc. An employee safety incentive program is in place.

I) Describe the fire safety systems in place: Portable fire extinguishers are located throughout facility as per regulatory requirements. Plant has dedicated fire-fighting system (standardized hoses, fittings and piping compatible with local fire department(s)). Also in place are dedicated fire suppression pumps, back up electrical system and 60,000 gallon water storage, in accordance with local zoning ordinances and NFPA recommendations.

J) Outline the emergency procedures used at the facility: A spill contingency plan is in place, updated yearly; facility personnel involved in LEPC. South Dakota Mining Association sponsors a Technical Advisory Committee. Several employees have EMT status.

7) SOLID AND HAZARDOUS WASTE MANAGEMENT

A) Outline the sources of solid and hazardous waste: N/A

B) Describe the storage practices used: N/A

C) Describe the disposal methods used: N/A

D) Is there a manifest system in place (include a recent copy)? yes ☒ no

E) Identify any past storage or disposal practices at the site, including any inactive disposal areas: N/A

F) Is there a wastewater treatment unit on site? yes ☒ no

If yes, identify:

1) What type of treatment?

2) Quantity per year

3) Discharge points for treated wastewater

G) Identify discharge points for wastewater and stormwater: Storm water
discharge points only. See attached site plan. Attachment IV.

H) Describe any lagoons, impoundments, or landfills on site: N/A

I) Is incineration done on site? yes X no

If yes, identify:

1) Emission Controls: _____

2) Air Monitoring procedures: _____

3) List permits and attach copies: _____

8) SPILL CONTAINMENT AND CONTINGENCY PLANNING

A) Are materials stored in drums? X yes no

If yes, identify:

1) Type of materials: See Attachment I. Hydrogen Peroxide, Descalent, Sodium Cyanide, Fluorospar, Carbon Dioxide, ANFO, Lead Nitrate, Caustic Soda, Borax, Diatomaceous Earth, L.P. Gas, Zinc, Sulfuric Acid, Sodium Nitrate, Soda Ash, Lime.

2) Quantity of materials: Normal operational quantities.

3) Description of storage area: See Attachment I.

4) Inventory control (permitted amount): No permitted limits.

B) Tank Storage: See Attachment I.

<u>Tank No.</u>	<u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>A/G or U/G</u>	<u>Diked</u>
	Hydrogen	8,000 gal.			
1 & 2	Peroxide	10,000 gal.	3 yrs.	A/G	No
3 & 4	Liquid Propane	10-12,000 gal.	5 yrs.	A/G	No
	Diesel	10,000 gal. (unknown)		A/G	Yes
	Gasoline	1,000 gal. (unknown)		A/G	Yes
	Carbon Dioxide	8,000 gal. (unknown)		A/G	No

C) Have any underground tanks or underground piping ever been present at the site? yes X no

If yes, please explain: _____

D) Is a spill plan approved and on file (attach copy)? X yes no
(See Attachment V)

9) OTHER CONCERNS

A) Is there any asbestos located anywhere on the site? yes X no

If yes, identify: _____

B) Is there any PCB contaminated material anywhere on the site? yes X no

If yes, identify: _____

10) ADDITIONAL INFORMATION

A) Please attach the latest monitoring results for facility effluent discharges, air emissions, landfills, or surface impoundments, including any groundwater data available. See Attachments VI & VII.

B) Please attach a schedule of all storage tanks including the following information: capacity, age, above or below ground, spill containment methods, contents, steel or fiberglass, type of inventory control, testing methods.

11) RECORD

- A) Have you during the last 5 years been prosecuted for contravention of any standard or law relating to the release from the location of a substance into sewers, rivers, air or onto land? ____ yes X no (Settled without going to court)

If yes, give details: _____

- B) Please describe any pollution claims during the last 5 years (if none, please so state): None

- C) At the time of signing this application, are you aware of any circumstances which may reasonably be expected to give rise to a claim under the policy?

____ yes X no

If yes, give details: _____

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

* NOTICE TO NY APPLICANTS:

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any false material thereto, commits a fraudulent insurance act, which is a crime.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE. IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE POLICY.

Applicant: Boohne Mining Corp.
By: [Signature] (Title) 9-2-92
Vice-President, Secretary
Agent/Broker: Marsh & McManis, Inc.
Address: 1700 Lincoln, Suite 4900, Denver CO 80203

If an order is received, the application is attached to the policy so it is necessary that all questions be answered in full.

PLANET INSURANCE COMPANY

- 1.) Brohm Mining Corporation
 - a. DNA
 - b. P.O. Box 485, Deadwood, SD 57732
 - c. Gilt Edge Mine
- 2.) Partnership
- 3.) Five years
- 4.) Sales:
 - a. 24,000 Ounces of Gold
 - b.

1991,	1990,	1989,	1988,	1987
30,302 oz.	33,133 oz.	17,160 oz.	6,660 oz.	0
- 5.)
 - a. Open pit heap leach gold and silver mine. Start up in 1987. Gold and silver recovery by Merrill-Crowe system. Historic underground mining and associated milling occurred from late 1800's to late 1930's.
 - b. Ore/waste rock is produced from mine by surface mining method. Waste rock is delivered to modified valley-fill repository. Ore is crushed to -1" size and carried to triple-lined (clay, fml, fml) leach pad. A diluted cyanide solution is applied to ore. Dilute cyanide solution is piped to plant where gold/silver is recovered.
 - c. No lawsuits have been filed against Brohm Mining Corporation, however the technical information project of Rapid City, SD is threatening legal action if Brohm Mining Corporation does not obtain a traditional NPDES permit from the EPA. Brohm and its legal counsel have been in contact with EPA, and it appears the lawsuit may not come to pass.
 - d. See attached Organizational chart.
 - e. Employees trained in accordance with 30CFR part 48. Additional training on an "as-needed" basis conducted. Separate and unique one time training by vendors (DuPont, DeGussa, etc).

f. Company official is member of the County LEPC which has recently updated its emergency planning in accordance with "Sarah Title III". Company reports regularly to the County Planning and Zoning administration. Company officials work closely with South Dakota DENR on nearly a daily basis. Other than MSHA, company dealings with Federal agencies is on a sporadic basis.

6.) a. See attached site plan. Attachment III.

b. See attached site plan. Attachment III.

c. No

d. See Attachment III.

e. No domestic or commercial uses within 1 mile of property boundaries,

f. No.

g. Facility is accessed via private access road through main gate located at Administration building operated by remote controllers. Access to property is through ancillary routes controlled by fences/locked gates. Ancillary access is primarily by abandoned logging trails. Facility product is under constant video, IR and motion detector type electronic surveillance. Security system is monitored at a remote central monitoring location.

h. Employee training is in compliance with 30CFR part 48, additional training on "as-needed" basis supplied in-house or by applicable vendors i.e. DuPont, DeGussa, etc. An employee safety incentive program is in place.

i. Portable fire extinguishers are located throughout facility as per regulatory requirements. Plant has dedicated firefighting system (standardized hoses, fittings, and piping compatible with local fire department(s)). Also in place are dedicated fire suppression pumps, back up electrical system and 60,000 gallon water storage, in accordance with local zoning ordinances and NFPA recommendations.

j. A spill contingency plan is in place, updated yearly, facility personnel involved in LEPC. South Dakota Mining Association sponsors a Technical Advisory Committee. Several employees have EMT status.

7.) a. N/A

b. N/A

- d. No
- e. N/A
- f. No
- g. Storm water discharge points only. See attached site plan. Attachment IV.
- h. N/A
- i. No

8.) a. Yes

1. See Attachment I. Types of materials

Hydrogen Peroxide	Lead Nitrate	Zinc
Descalent	Caustic Soda	Sulfuric Acid
Sodium Cyanide	Borax	Sodium Nitrate
Fluorospar	Diatamaceous Earth	Soda Ash
Carbon Dioxide	L.P. Gas	Lime
ANFO		

2. Normal operational quantities.

3. See Attachment I.

4. No permitted limits.

b. See Attachment I.

<u>Tank No.</u>	<u>Material</u>	<u>Capacity</u>	<u>Age</u>	<u>A/G or U/G</u>	<u>Diked</u>
1 & 2	Hydrogen	8,000 gal	3 yrs	A/G	No
	Peroxide	10,000 gal			
3 & 4	Liquid				
	Propane	10-12,000 gal	5 yrs	A/G	No
	Diesel	10,000 gal	unknown	A/G	Yes
	Gasoline	1,000 gal	unknown	A/G	Yes
	Carbon Dioxide	8,000 gal	unknown	A/G	No

c. No

d. Yes. See Attachment V.

9.) a. No

b. NO

10.) a. See Attachments VI & VII.

11.) a. No. Settled without going to court.

b. No

c. No

PLANET INSURANCE COMPANY
Sun Prairie, Wisconsin

(A Stock Insurance Company Herein Called the Company)

POLLUTION CLEAN-UP POLICY

This is a Claims-Made Policy -- Please Read Carefully

In consideration of the payment of premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED for CLEAN-UP COSTS, only, incurred by the INSURED as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. CLEAN-UP COSTS means expenses for the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants on or at the location(s) designated in Item 5 of the Declarations. CLEAN-UP COSTS do not include expenses associated with the defense of any administrative and/or legal proceeding of any kind.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. loss of use of tangible property that has not been physically injured or destroyed.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. ENVIRONMENTAL DAMAGE means the injurious presence in or upon land, the atmosphere, or body of water, of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. CLAIM means CLEAN-UP COSTS incurred by the insured in the discharge of a legal obligation validly imposed through governmental action which is initiated during the policy period because of ENVIRONMENTAL DAMAGE to which this insurance applies.

III. TERRITORY

This policy only applies to claims arising from ENVIRONMENTAL DAMAGE in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to:

1. CLAIMS arising from ENVIRONMENTAL DAMAGE existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such ENVIRONMENTAL DAMAGE could have been expected to give rise to a claim;
2. CLAIMS seeking non-pecuniary relief, including but not limited to fines, penalties or exemplary damages;
3. CLAIMS seeking compensatory damages;
4. CLAIMS arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water, or geothermal well of any nature whatsoever;
5. liability arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
6. liability arising from injury to any employee of the INSURED if such injury occurs during and in the course of said employment;
7. liability arising as a result of others assumed by the INSURED under any contract or agreement;
8. liability arising as a result of PROPERTY DAMAGE or BODILY INJURY;
9. CLAIMS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock; except when on or at the location(s) designated in Item 5 of the Declarations;
10. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations, once such location(s) are sold, leased, given away, abandoned or operational control has been relinquished;
11. A. Under any Liability Coverage, to CLEAN-UP COSTS
 1. with respect to which an INSURED under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with
(a) any person or organization is required to
protection pursuant to the Atomic Energy Act of
mandatory thereof, or (b) the INSURED is, or had
not issued would be, entitled to indemnity from the
America, or any agency thereof, under any agreement
United States of America, or any agency thereof,
organization.

range, to CLEAN-UP COSTS resulting from the
NUCLEAR MATERIAL, if

(a) is at any NUCLEAR FACILITY owned by, or
on behalf of, an INSURED or (b) has been discharged or
;

is contained in SPENT FUEL or WASTE at any time
used, processed, stored, transported or disposed
of an INSURED; or

arising out of the furnishing by an INSURED of
parts or equipment in connection with the
operation, maintenance, operation or use of any NUCLEAR

and:

including radioactive, toxic or explosive

SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR

NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL"
defined in the Atomic Energy Act of 1954 or in any

fuel element or fuel component, solid or liquid,
exposed to radiation in a NUCLEAR REACTOR;

material (1) containing BYPRODUCT MATERIAL and (2)
operation by any person or organization of any NUCLEAR
the definition of NUCLEAR FACILITY under paragraph

device designed or used for (1) separating the
uranium or plutonium (2) processing or utilizing SPENT
fuel, processing or packaging WASTE,

device used for the processing, fabricating or
handling of NUCLEAR MATERIAL if any time the total amount of
in the custody of the INSURED at the premises where such
device is located consists of or contains more than 25
pounds of uranium 233 or any combination thereof, or more
than 25 pounds of uranium 235,

remises or place prepared or used
for.

the foregoing is located, all
premises used for such

signed or used to sustain nuclear
reaction or to contain a critical mass

due to or attributable to the
non-compliance with any statute,
regulation, notice of violation, notice
of governmental agency or body;

or attributable to acid rain

or indirect, of war, invasion, act
of declared or not), civil war,
rebellion or usurped power, strike, riot

handling, analyzing, or testing
solid, liquid, gaseous or thermal

at location(s) other than those
specified if such ENVIRONMENTAL DAMAGE is

in the defense of any
kind.

PERIOD

on of this coverage on non-renewal
writing terms and conditions:

company, the NAMED INSURED shall be
the date of cancellation or
additional premium of not more than
Declarations.

NAMED INSURED, the NAMED INSURED
from the date of cancellation
additional premium of not more
Declarations.

only apply as respects
the date of expiration or
by this policy. It is a
granted under this clause that
not later than ten days after
cancellation in the case of

rent terms and conditions by the

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of CLEAN-UP COSTS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All CLEAN-UP COSTS arising out of the same or related ENVIRONMENTAL DAMAGE at any one location shall be considered a single CLEAN-UP COSTS.

Subject to the foregoing, the Company's total liability for all CLEAN-UP COSTS from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Annual Aggregate".

VII. CLAIM PROVISIONS

1. In the event of a claim, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible. The INSURED shall immediately forward to the Company every demand, notice, summons, order, or other process received by the INSURED or the INSURED's representative.
2. The INSURED shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the purpose of investigation and/or defense, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the INSURED may have. The INSURED shall not, except at his own costs, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.
3. In the event of any ENVIRONMENTAL DAMAGE or knowledge of any circumstance not previously disclosed that might reasonably be expected to result in an ENVIRONMENTAL DAMAGE, the INSURED shall promptly take all reasonable steps to prevent injury or damage from arising out of the ENVIRONMENTAL DAMAGE or circumstances and notify the Company of such circumstances or preventive measures immediately.
4. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. If the Company recommends a settlement of a claim :
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for CLEAN-UP COSTS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses to such settlement, the Company's liability for CLEAN-UP COSTS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the Limit of Liability.

5. The Company shall have the right but not the duty to assume the adjustment of any claim. In case of exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of CLEAN-UP COSTS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. INSPECTION AND AUDIT -- The Company shall be permitted but not obligated to inspect on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. CANCELLATION -- This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown on this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. DECLARATIONS -- By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. ACTION AGAINST COMPANY -- No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. ASSIGNMENT -- Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. SUBROGATION -- In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. CHANGES -- Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. SOLE AGENT -- The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. OTHER INSURANCE -- Where other valid and collectable insurance is available to the NAMED INSURED for CLEAN-UP COSTS covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of CLEAN-UP COSTS, if any, that exceeds the total amount that all such other insurance will pay for the CLEAN-UP COSTS in the absence of this insurance.
10. CHOICE OF LAW - In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company.

Linda C. Kohn

Secretary

John M. Dumb

President

January 19, 1993

Ms. Jenny Hill
Marsh & McLennan, Inc.
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

ECS
Underwriting,
Inc.

One East Uwchian Avenue
Suite 300
Eaton, Pennsylvania 19341
(215) 269-6731
(800) ECS-1414
(Outside Pennsylvania)
Fax (215) 524-5354

RE: Minven Gold Corp./Brohm Mining Corp.
Policy #NTA2509593-
Dear Jenny:

This letter is to follow-up our conference call with Roxanne Giedd, Marvin Trube and Martin Quick.

During the course of our conversation, some concern was raised concerning the applicability of Exclusion No. 15 of the Pollution Legal Liability policy. Please note that this policy is designed to provide coverage for Bodily Injury/Property Damage including cleanup of pollution conditions emanating from the covered site. This would include any CLAIM against the Named Insured requiring cleanup of an offsite property even if the Named Insured was no longer solvent (i.e. in bankruptcy) or failed to conduct the offsite cleanup.

However, through the application of Exclusion no. 15, this policy does not provide coverage for the Named Insured's intentional, willful, or deliberate non-compliance that leads to a pollution condition. Also, excluded under this item is damage caused by disgruntled employees. In both cases, ECS cannot be held accountable for the individual, deliberate and illegal acts of employees.

I hope this has adequately addressed your concerns. If you should have any further questions, please contact me.

Sincerely,

Brian Lynch 
Brian Lynch
Underwriter

BL/ns

cc: Paul Murdoch
Scott Britt
Steve Goshner

Endorsement #4

This endorsement effective 12:01 a.m. September 29, 1992 forms a part of policy #NTD2509514 issued to MINVEN GOLD/BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that endorsement #3 of this policy is deleted in it's entirety and replaced with the following:

The following entity is included as an Additional Insured, but solely as respects liability arising out of Minven Gold Corp./Brohm Mining Corp.'s ownership, operation, maintenance or use of the locations covered under this policy:

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.



(Authorized Representative)

(A Stock Insurance Company Herein Called the Company)

POLLUTION LEGAL LIABILITY

This is a Claims-Made Policy—Please Read Carefully

In consideration of the payment of the premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To Indemnify the INSURED against LOSS the INSURED has or will become legally obligated to pay as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. LOSS means:
 - 1. monetary awards or settlements of compensatory damages arising from:
 - a. BODILY INJURY as defined herein, or
 - b. PROPERTY DAMAGE as defined herein, and
 - 2. costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof,
 - 2. clean up costs,
 - 3. loss of use of tangible property that has not been physically injured or destroyed;

provided that such physical injury or destruction, clean up costs and/or loss of use are caused by POLLUTION CONDITIONS emanating from locations designated in Item 5 of the Declarations.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. POLLUTION CONDITIONS means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. AUTOMOBILE means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- I. CLAIM means the assertion of a legal right alleging liability or responsibility on the part of the NAMED INSURED, arising out of POLLUTION CONDITIONS, and shall include but not necessarily be limited to lawsuits or petitions filed against the NAMED INSURED.

III. TERRITORY

This policy only applies to claims or suits arising from POLLUTION CONDITIONS in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This Insurance does not apply to LOSS:

- 1. arising from POLLUTION CONDITIONS existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such POLLUTION CONDITIONS could have been expected to give rise to a claim;
- 2. from claims or suits seeking non-pecuniary relief;
- 3. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever;

made at any time with respect thereto, including any loss or damage which occurs after such operations have been completed or abandoned and occurs away from premises owned, operated or leased to the INSURED. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- a. When all operations to be performed by or on behalf of the INSURED under the contract have been completed,
 - b. When all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed, or
 - c. When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
14. due to PROPERTY DAMAGE to goods or products manufactured, sold, handled or distributed by the INSURED arising out of such goods or products or any part thereof, or due to PROPERTY DAMAGE to work performed by or on behalf of the INSURED arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 15. arising from POLLUTION CONDITIONS based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
 16. arising from POLLUTION CONDITIONS based upon or attributable to acid rain conditions;
 17. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

V. EXTENDED DISCOVERY PERIOD

The provisions of this clause shall only apply if a period of at least 12 months has elapsed from the date set forth in Item 7 of the Declarations when the NAMED INSURED seeks to exercise the option hereunder.

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

1. Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.
2. Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects POLLUTION CONDITIONS existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under this clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as non-renewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of any LOSS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All LOSS arising out of the same or related POLLUTION CONDITIONS at any one location shall be considered a single LOSS, and the limit of liability shown in Item 3 of the Declarations as applicable to "each loss" shall apply.

Subject to the foregoing, the Company's total liability for all LOSSES from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all LOSSES".

VII. CLAIM OR SUIT PROVISIONS

1. In the event of a claim or suit, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible.
2. If claim is made or suit is instituted against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED'S representative.
3. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. The Company shall have the right but not the duty to designate legal counsel to associate in the investigation of claims and the defense of suits. The INSURED shall not admit liability or settle any claim or suit without the Company's consent. If the Company recommends a settlement of a claim or suit:
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for any LOSS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses such settlement, the Company's liability for LOSS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED'S refusal which exceed the retention and fall within the Limit of Liability.

4. The Company shall have the right but not the duty to assume the adjustment of any claim or the defense of any suit. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. **INSPECTION AND AUDIT**—The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. **CANCELLATION**—This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown in this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. **DECLARATIONS**—By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY**—No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. **ASSIGNMENT**—Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. **SUBROGATION**—In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. **CHANGES**—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. **SOLE AGENT**—The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. **CHOICE OF LAW**—In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.
10. **OTHER INSURANCE**—Where other valid and collectable insurance is available to the NAMED INSURED for LOSSES covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of LOSS, if any, that exceeds the total amount that all such other insurance will pay for the LOSS in the absence of this insurance.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and counter-signed on the declarations page by a duly authorized agent of the Company.

Linda C. Kohn

John M. Dunt

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

**NAMED
INSURED
AND
POST
OFFICE**

MINVEN GOLD CORP./BROHM MINING CORP.
P.O. Box 485
Deadwood, SD 57732

POLLUTION LEGAL LIABILITY

DECLARATIONS

THIS IS A CLAIMS-MADE POLICY—PLEASE READ CAREFULLY

POLICY NUMBER: NTA2509593

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.

ADDRESS P.O. Box 485

Deadwood, SD 57732

Item 2: POLICY PERIOD

FROM January 18, 1993 **TO** January 18, 1994

12:01 A.M. standard time at the address of the NAMED INSURED shown above.

Item 3: LIMIT OF LIABILITY, up to \$ 286,000 **each LOSS**

\$ 286,000 **Total for all LOSSES**

Item 4: RETENTION \$ 50,000 **each LOSS**

Item 5: COVERED LOCATION(S) Gilt Edge Mine

Deadwood, SD

Item 6: POLICY PREMIUM \$ 10,000

Item 7: EXTENDED DISCOVERY CLAUSE DATE January 18, 1993

Broker: Marsh & McLennan, Inc.
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

Paul M. Mudd
Authorized Representative

BL/sm 1/18/93

ENDORSEMENT #1

This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that this policy does not apply to LOSS arising out of the following:

- 1) Radioactive Matter Exclusion: the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.
- 2) Non-Owned Disposal Site Exclusion: from waste or materials transported via automobile, aircraft, watercraft or rolling stock beyond the boundaries of the covered locations identified in the Declarations.
- 3) Underground Tank and Underground Piping Exclusion: the presence or use of any underground tank or underground piping to or at the covered locations identified in the Declarations.
- 4) Absolute Asbestos Exclusion: the actual, alleged or threatened exposure to person(s) or property to any asbestos matter.
- 5) Superfund Exclusion: locations designated as being either proposed for or on the National Priorities List or on any state "Superfund" list unless specifically scheduled onto the policy by endorsement.

All other terms and conditions remain the same.


(Authorized Representative)

ENDORSEMENT #2

This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of
Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP.
by Planet Insurance Company.

It is hereby agreed upon that the following entity will be included as an
Additional Insured, but solely as respects liability arising out of Minven Gold
Corp./Brohm Mining Corp.'s ownership, operation, maintenance or use of the
location covered under this policy.

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.


Paul M. Mudd
(Authorized Representative)



FACSIMILE TRANSMISSION COVER SHEET

DATE: 7-7-92
NAME: Marv Truhe
FIRM: Marv Truhe Att.
FAX NO: 342-2801
FROM: BMC

NO. OF PAGES (including cover sheet) 8

COMMENTS: Insurance policy for financial assurance.
Could you review and check if this will cover
what we need?
Thanks

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL: (605) 578-2107
AS SOON AS POSSIBLE.

FACSIMILE OPERATOR: Myron

FACSIMILE NUMBER: (605) 578-1709



PLANET INSURANCE COMPANY
Sun Prairie, Wisconsin

(A Stock Insurance Company Herein Called the Company)

POLLUTION CLEAN-UP POLICY

This is a Claims-Made Policy -- Please Read Carefully

In consideration of the payment of premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED for CLEAN-UP COSTS, only, incurred by the INSURED as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. CLEAN-UP COSTS means expenses for the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants on or at the location(s) designated in Item 5 of the Declarations. CLEAN-UP COSTS do not include expenses associated with the defense of any administrative and/or legal proceeding of any kind.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom.
- D. PROPERTY DAMAGE means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. loss of use of tangible property that has not been physically injured or destroyed.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. ENVIRONMENTAL DAMAGE means the injurious presence in or upon land, the atmosphere, or body of water, of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. CLAIM means CLEAN-UP COSTS incurred by the insured in the discharge of a legal obligation validly imposed through governmental action which is initiated during the policy period because of ENVIRONMENTAL DAMAGE to which this insurance applies.

III. TERRITORY

This policy only applies to claims arising from ENVIRONMENTAL DAMAGE in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to:

1. CLAIMS arising from ENVIRONMENTAL DAMAGE existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such ENVIRONMENTAL DAMAGE could have been expected to give rise to a claim;
2. CLAIMS seeking non-pecuniary relief, including but not limited to fines, penalties or exemplary damages;
3. CLAIMS seeking compensatory damages;
4. CLAIMS arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water, or geothermal well of any nature whatsoever;
5. liability arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
6. liability arising from injury to any employee of the INSURED if such injury occurs during and in the course of said employment;
7. liability arising as a result of others assumed by the INSURED under any contract or agreement;
8. liability arising as a result of PROPERTY DAMAGE or BODILY INJURY;
9. CLAIMS arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock; except when on or at the location(s) designated in Item 5 of the Declarations;
10. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at the location(s) designated in Item 5 of the Declarations, once such location(s) are sold, leased, given away, abandoned or operational control has been relinquished;
11. A. Under any Liability Coverage, to CLEAN-UP COSTS
 1. with respect to which an INSURED under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to CLEAN-UP COSTS resulting from the HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, if

1. the NUCLEAR MATERIAL (a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED or (b) has been discharged or dispersed therefrom;
2. the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
3. the CLEAN-UP COSTS arising out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY.

C. As used in this exclusion:

"HAZARDOUS PROPERTIES" including radioactive, toxic or explosive properties;

"NUCLEAR MATERIAL" means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL;

"SOURCE MATERIAL", "SPECIAL NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"SPENT FUEL" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR;

"WASTE" means any waste material (1) containing BYPRODUCT MATERIAL and (2) resulting from the operation by any person or organization of any NUCLEAR FACILITY included within the definition of NUCLEAR FACILITY under paragraph (a) or (b) thereof;

"NUCLEAR FACILITY" means

1. any NUCLEAR REACTOR,
2. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing SPENT FUEL, or (3) handling, processing or packaging WASTE,
3. any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

12. CLAIMS arising from ENVIRONMENTAL DAMAGE based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
13. arising from ENVIRONMENTAL DAMAGE based upon or attributable to acid rain conditions;
14. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
15. liability arising out of any monitoring, sampling, analyzing, or testing following the removal or neutralization of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.
16. CLAIMS arising from ENVIRONMENTAL DAMAGE on or at location(s) other than those designated in Item 5 of the Declarations even if such ENVIRONMENTAL DAMAGE is emanating from a designated location(s).
17. any costs, charges, or expenses associated with the defense of any administrative and/or legal proceeding of any kind.

V. EXTENDED DISCOVERY PERIOD

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

1. Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.
2. Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects ENVIRONMENTAL DAMAGE existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under this clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as nonrenewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of CLEAN-UP COSTS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All CLEAN-UP COSTS arising out of the same or related ENVIRONMENTAL DAMAGE at any one location shall be considered a single CLEAN-UP COSTS.

Subject to the foregoing, the Company's total liability for all CLEAN-UP COSTS from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Annual Aggregate".

VII. CLAIM PROVISIONS

1. In the event of a claim, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible. The INSURED shall immediately forward to the Company every demand, notice, summons, order, or other process received by the INSURED or the INSURED's representative.
2. The INSURED shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the purpose of investigation and/or defense, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the INSURED may have. The INSURED shall not, except at his own costs, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.
3. In the event of any ENVIRONMENTAL DAMAGE or knowledge of any circumstance not previously disclosed that might reasonably be expected to result in an ENVIRONMENTAL DAMAGE, the INSURED shall promptly take all reasonable steps to prevent injury or damage from arising out of the ENVIRONMENTAL DAMAGE or circumstances and notify the Company of such circumstances or preventive measures immediately.
4. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. If the Company recommends a settlement of a claim:
 - a. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for CLEAN-UP COSTS in excess of the retention;
 - b. for a total amount in excess of the balance of the retention and the INSURED refuses to such settlement, the Company's liability for CLEAN-UP COSTS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the Limit of Liability.

5. The Company shall have the right but not the duty to assume the adjustment of any claim. In case of exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of CLEAN-UP COSTS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. **INSPECTION AND AUDIT** -- The Company shall be permitted but not obligated to inspect on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. **CANCELLATION** -- This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown on this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. **DECLARATIONS** -- By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY** -- No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. ASSIGNMENT -- Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. SUBROGATION -- In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. CHANGES -- Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. SOLE AGENT -- The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. OTHER INSURANCE -- Where other valid and collectable insurance is available to the NAMED INSURED for CLEAN-UP COSTS covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
- a. This insurance shall apply as excess insurance over any other valid and collectable insurance be it primary or excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of CLEAN-UP COSTS, if any, that exceeds the total amount that all such other insurance will pay for the CLEAN-UP COSTS in the absence of this insurance.
10. CHOICE OF LAW - In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company.

Linda C. Kohn

Secretary

Paul M. Dunt

President

MARVIN D. TRUHE
LAW OFFICES

FIRST FEDERAL PLAZA - 5TH FLOOR
P.O. BOX 8108
RAPID CITY, SOUTH DAKOTA 57709
TELEPHONE (605) 342-2800

MARVIN D. TRUHE
DALE R. COCKRELL

TELECOPIER
(605) 342-2801

July 10, 1992

Mr. James N. Barron
Vice President and
Operations Manager
Brohm Mining Corp.
P. O. Box 485
Deadwood, SD 57732

TELECOPIED

Re: Insurance Policy for Environmental Cleanup

Dear Jim:

This letter will summarize my review of the proposed "Pollution Cleanup Policy" submitted to you by Planet Insurance Company. Enclosed for reference are the "financial assurance" statutes as well as the minutes of the Board of Minerals hearing regarding Brohm's financial assurance obligation.

General Comment

This is an indemnity policy whereby the insurance company agrees to reimburse Brohm for environmental cleanup costs incurred by Brohm in response to legal obligations imposed by governmental action. Thus, this appears to be a general environmental insurance policy of the type that would allow Brohm to avoid having to pay for a governmental required cleanup following an environmental accident. This is not exactly the type of policy we were anticipating. Instead, we were looking for an insurance policy in which coverage would only apply if Brohm was unable or unwilling to respond to the cleanup (due to bankruptcy, financial default, etc.) and the insurance proceeds would then be paid directly to the State (as the State would actually incur the cost of the cleanup). As I mentioned, the premiums for the latter type of policy should be much less than the premiums for the former type of policy. I also question whether the policy as written would be acceptable to the State as the State may have expected to be the named insured in the policy. WE anticipate this.

Perhaps the best way to proceed would be to advise the insurance company of the specific requirements imposed by the statute and by the Board of Minerals, and then work with them in tailoring a policy that provides that it comes into play only upon Brohm's default, and in that event, the payment is made to the State rather than to Brohm. They may also suggest that the State rather than Brohm should be the named insured.

Specific Comments

1. The policy makes repeated references to a "Declarations" section which we do not have, but which you indicated you would try to obtain and forward to me.

2. The policy covers only the cleanup of the property that is specifically described in Item 5 of the Declarations. Significantly, the policy will not cover any damage at locations other than those designated in Item 5, even if the damage originates at a designated location. Thus, while the policy covers cleanup of not only land, but also bodies of water, it would not cover a body of water that was not on designated property.

3. The policy is limited to cleanup costs. It does not include coverage for the defense of legal proceedings in connection with a violation or the cleanup, nor does it cover damages to the property itself, nor does it cover any damages attributable to any intentional or deliberate actions by Brohm (instead it covers cleanup required as a result of negligence on the part of Brohm).
IF for STATE. THE REQUIRE
How About Accidents?

4. Brohm would not be covered for fines or penalties, or for claims by other parties seeking compensatory damages. The latter might involve a landowner suing Brohm for contamination of a water well.
is the NEC. view c
Comments in TP
of Geo. Comments?

5. Take a look at paragraph 4 of "IV. Exclusions" which excludes liability for emissions from mineral or water wells. I do not think this exclusion should be of concern, but you may be aware of some type of chemical contamination that could occur under these circumstances.

6. There is a specific exclusion under paragraph 15 of "IV. Exclusions" for liability arising from monitoring and testing following a cleanup. I am assuming that the monitoring and testing that is required as part of the cleanup would be covered, as opposed to any liability for accidents arising out of the testing itself. We should have this clarified with the insurance company since a major part of a cleanup effort can often involve very costly post-accident testing and monitoring.

7. There is a specific exclusion for environmental damage which existed prior to the beginning of the policy period, if Brohm was aware or could have reasonably foreseen that the environmental damage already existed. This exclusion should be reviewed in connection with the allegations being made in the threatened CWA litigation.

8. There is a "retention amount" which apparently is set forth in Item 4 of Declarations. I assume that this is a deductible that Brohm must pay, after which the insurance company picks up 100 percent of the cleanup costs.

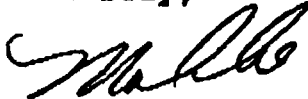
Mr. James N. Barron

Page 3

July 10, 1992

9. Under "VI. Limit of Liability" there is a provision that the insurance company's "total liability for all cleanup costs" during the policy period shall not exceed the "annual aggregate" limit as set forth in Item 3 of the Declarations. If the policy period is longer than one year, this would be an improper limitation of the insurance coverage.

Sincerely,



Marvin D. Truhe

MDT:nlb

Enclosures

State Statutes

34A-10-2.1. Activity which could result in pollution, contamination or degradation — Requirement of financial assurance authorized — Form and amount. Any person making application to the water management board or the board of minerals and environment for a permit, a license or an extension, amendment or renewal of an existing permit or license, which authorizes activity that could result in a significant risk of pollution, contamination or degradation of the environment and that is not covered by a performance or damage bond or other financial assurance instrument, may be required, as a condition of the permit, to provide financial assurance guaranteeing the performance of corrective actions to contain, mitigate and remediate all pollution, contamination or degradation which may be caused by such activity. The financial assurance in a reasonable and proper amount shall be in a form and an amount approved by the board, and may include, but is not limited to insurance, company net worth considerations, a surety bond, escrow account, letter of credit, trust, guarantee or cash deposit.

Source: SL 1989, ch 306, § 68.

34A-10-2.2. Right and title in bond or security — Form and amount. All right and title in any bond or other security required by the water management board or the board of minerals and environment under any provision of this title, Title 45 or 46 for the protection of the environment or reclamation of lands or other resources shall be in the state until such time as the board by order releases the security. Such bond or other security does not constitute an asset of the person required to provide it, and may not be cancelled, assigned, revoked, disbursed, replaced or allowed to terminate without board approval. The bond or other security shall be in a form and a reasonable and proper amount approved by the board, and may include, but is not limited to surety bond, escrow account, letter of credit, trust, guarantee or cash deposit. The board may permit the use of financial assurance other than a bond, including company net worth considerations. Interest earned on any bond or deposit made under § 34A-10-2.1 shall be returned annually to the person required to provide the bond.

34A-10-2.3. Use of security for cleanup and remediation of environmental problems. The state, with such board or court approval, if any, as is provided in the permit or security instrument required pursuant to § 34A-10-2.1 or 34A-10-2.2, may use the security as necessary for the cleanup and remediation of environmental problems related to the activity for which the security was provided. When such cleanup and remediation is complete, as certified by the board, or sufficient funds have been set aside to achieve complete remediation pursuant to a site-specific, board-approved remedial action plan, the state may proceed against any remaining security for the purpose of collecting any properly recoverable cost incurred by the state in pursuing the cleanup, environmental damages or penalties. Until the environmental cleanup or remediation is complete, any state cost, environmental damage and penalty judgments have been satisfied and the security has been released by the board, the security may not be assigned for the benefit of creditors, attached, garnished, levied or executed on, or subject to process issued from any court; except for the purpose of enabling the state to effectuate the environmental cleanup or remediation.

Minutes of Board of Minerals Hearing

Brohm Mining Corporation Financial Assurance Hearing: Roxanne Giedd, Assistant Attorney General, represented the Department. Mike Cepak, Office of Minerals and Mining, testified on behalf of the Department.

Marv Truhe, Attorney from Rapid City, represented Brohm Mining Corporation. Jim Barron, Vice President of Brohm and Operations Manager, and Martin Quick, Vice President of SD operations for MinVen, the parent company for Brohm, and Myron Anderson, Environmental Engineer, appeared on behalf of Brohm Mining Corporation.

Mr. Baron, Mr. Quick, and Mr. Anderson were administered the oath by Mr. McCahren.

Mr. Cepak testified regarding the procedure used for calculation of the financial assurance amount for Brohm Mining Corporation. The Department recommended the financial assurance amount be set in the amount of \$303,000. Mr. Cepak noted that the company was not given a reduction for financial ability to respond to releases.

Mr. Arne discussed his assessment of the ability of Brohm Mining Corporation to provide financial assurance for their cyanide operation. He testified that Brohm Mining Corporation does not have the cash recommended by the Department, but Minven, the parent company could put up that amount. Mr. Arne recommended that the financial assurance amount be in the form of cash or a demand note secured by liquid assets.

Mr. Truhe stated that if the Board agrees to allow a demand note secured by the company's net worth, Brohm would not take issue over the dollar amount. However, if the Board decides that the company actually has to pledge a hard asset as collateral the company would disagree. Mr. Truhe stated that he would recommend the amount to be \$150,000.

Mr. Arne answered questions from the Board regarding his opinion of the financial assurance amount.

Mr. Quick and Mr. Barron testified regarding the financial assurance amount and the ability of the parent company, MinVen, to provide financial assurance. They requested that the Board give the company the option of either providing insurance, a surety bond, or letter of credit for a demand note secured by liquid assets

Board discussion took place regarding this matter.

Motion by Sweetman, seconded by Petersen, that the Board require What Resources to submit financial assurance in the form of insurance, a surety bond, or letter of credit for a demand note secured by liquid assets in the amount of \$286,000. Motion carried.

typo, this should be Brohm

**Van-American
Insurance Company
Reclamation
Bond
Checklist**



Type in this column

STATUS

I. INFORMATION REQUIRED BY VAN-AMERICAN FOR BOND TO BE ISSUED.

1. CERTIFIED CORPORATE FINANCIAL STATEMENTS (3 YEAR HISTORY).
2. PERSONAL FINANCIAL STATEMENTS AND FEDERAL TAX RETURNS.
3. RECOMMENDATION LETTER FROM BANK.
4. COMPLETE PERMIT APPLICATION PACKAGE.
5. MINING AND RECLAMATION OPERATIONS PERMIT (PENDING/GRANTED).
6. BOND QUESTIONNAIRE.
7. COST PER TON BREAKDOWN.

ATTACHED

N/A

LATER

~~LATER~~ ATTACH

ATTACHED

ATTACHED

ATTACHED

II. DOCUMENTS FURNISHED BY VAN-AMERICAN FOR BOND TO BE ISSUED.

1. GENERAL INDEMNITY AGREEMENT.
2. GUARANTY AGREEMENT.
3. COLLATERAL TRUST AGREEMENT.
4. PREMIUM AGREEMENT.

DNT

Need to attach
1) 3 yr F/S
2) Insurance certificate
3) NOV'S

*1 1/2" x 3"
dated 11/84
ARD Plan
2 full copies here
2 volume - 2nd copy
attached
one off to [unclear]
done [unclear]
done [unclear]
done [unclear]
done [unclear]
done [unclear]*



Post-It™ brand fax transmittal memo 7871		# of pages	9
To	IC	From	Dale S
Co.		Co.	
Dept.		Phone #	
Fax #		Fax #	

JAN 4 - 1995



CONFIDENTIAL, FOR INTERNAL USE ONLY

NAME: BROHM MINING CORP. FEDERAL I.D. # 46-0394947ADDRESS: P.O. Box 485, DEADWOOD, SD 57732TELEPHONE: (605) 578-2107 FAX: (605) 578-1709CORPORATION X PARTNERSHIP _____ LIMITED PARTNERSHIP _____
PROPRIETORSHIP _____

1. ORGANIZATION AND BACKGROUND:

Date business formed 1983 Date incorporated JULY 12, 1983 as Gilt Edge Inc.Years as mining operator 11 Name changed to Brohm Mining Corp 11/14/86

List of Officers/Owners and Key Personnel:

NAME	SOCIAL SECURITY NUMBER	POSITION & RESPONSIBILITY	% OF OWNERSHIP	AGE	MINING EXPERIENCE
<u>Minven Gold (USA) Corp</u>	<u>84-1094682</u>		<u>100%</u>		
<u>Paul A. Bailey</u>	<u>049-24-8089</u>	<u>Chairman</u>	<u>-</u>	<u>66</u>	<u>30+ yrs</u>
<u>Alan P. Bell</u>	<u>522-27-7624</u>	<u>President</u>	<u>-</u>	<u>55</u>	<u>30+ yrs.</u>
<u>Robert P. Gilmore</u>	<u>521-76-8361</u>	<u>Vice Pres</u>	<u>-</u>	<u>43</u>	<u>10+ yrs</u>
<u>Martin Quick</u>	<u>621-12-1535</u>	<u>Vice Pres</u>	<u>-</u>	<u>49</u>	<u>25+ yrs</u>
<u>Dale Shay</u>	<u>516-70-0828</u>	<u>Environmental</u>	<u>-</u>	<u>41</u>	<u>15 yrs.</u>
<u>Red McLeod</u>	<u>476-68-9619</u>	<u>Superintendent</u>	<u>-</u>	<u>39</u>	<u>15 yrs.</u>

2. LIST OF AFFILIATED, SUBSIDIARY OR RELATED COMPANIES:

NAME & ADDRESS	STOCK OWNERSHIP	SCOPE OF OPERATIONS
MinVar Gold (USA) Corp	100% of BROHM	OWNERSHIP OF US MINES
DAKOTA MINING CORPORATION	100% of MINUS	CAMPBELL HOLDING Co.

3. PRESENT BONDING COMPANY: NONE

Through what insurance agency? _____

Reason you want to change bond company? _____

Largest single bond issued? _____

Prior bonding company, if any? _____

Limits and Carrier of Liability and Compensation Insurance: (Attach copy of Certificate of Insurance and provide full details concerning any umbrella policies carried.) SEE ATTACHED CERTIFICATE

4. GENERAL INFORMATION - Type of Operation

☒ Conventional Contour ☐ Auger
☐ Mountain Top Removal ☐ Area Mining
☐ Underground Mining

How much mineral did you produce in each of the last three (3) years? (OUNCES OF GOLD)

Year	Surface	Underground	Total
1994	2,374	N/A	
1993	9,423	N/A	
1992	26,836	N/A	

Who does your permitting and bonding work? Gilt Edge Mine Environmental Engineering, and Ecology staff. Support from outside Consultants.

Who is responsible for permitting and bonding in your company?

NAME: DALE SHAY TITLE: DIRECTOR OF ENVIRONMENTAL AFFAIRSDo you plan to use a sub-contractor? YES or X NO

If yes, Name and Address: _____

Has the State authority been notified of any work to be done by a sub-contractor?

YES or X NO

If yes, attach state approval or notification.

Federal EIS work

J.C. Note: We use a sub for EIS work but probably won't for actual DENR Permitting.

80-1.82-KY

5. BONDS

Bonds in force now:

PERMIT # AND STATE	INCREMENT #	ACRES/INCREMENT	BOND AMOUNT	SURFACE OR UNDERGROUND
<i>DATA</i> SD # 439	1	406	\$1,230,876	SURFACE
			318,000	
SD # FINANCIAL ASSURANCE Related to			50,000	SURFACE
(with a \$50,000 CD TO Financial Assurance \$ (318,000) COVER THE DEDUCTIBLE)				
SD # VARIOUS EXM1	VARIOUS	MAXIMUM	20,000	SURFACE

Please attach additional sheet if necessary.

Bonds needed immediately:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
# 439 Amendment	406	(Pending)	SD	Surface	March 1, 95

FUTURE BONDING REQUIREMENTS:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
None at this time until Anchor Hill Permit is near completion (late 1995)					
Bond amount unknown					

6. MINERAL SALES

What type of marketing do you use to sell your mineral? (Contract or spot) Generally spotDo you have a current contract? YES or X NOIf yes, with whom? N/A ContactContract expiration date N/AContract calls for N/A tons/perPrice per ton F.O.B. Mine or other (Specify) N/A

Contract specifications:

☐ Moisture
☐ Ash
☐ Sulfur
☐ BTU

7. NOTICES OF VIOLATIONS:

Have you received any notices of violation (NOV)? ☒ YES or ☐ NOIf yes, how many: 8 State 1 Federal

Attach separate sheet listing all violations as to type, permit #, date of issuance, citation number, corrected or outstanding.

Action you requested (Check one): See attached list☒ Informal Hearing ☐ Civil Court☒ Formal Hearing. What was the result? See attached list.☐ No action requested. Why didn't you pursue any action?Did you receive an assessment? ☒ YES or ☐ NO Refer to attached list

8. CESSATION ORDERS

Have you received any Cessation Orders (CO)? ☐ YES or ☒ NO

If yes, how many per year? _____

TYPE _____ Year Received _____

Action requested (Check one):

☐ Informal Hearing ☐ Civil Court☐ Formal Hearing. What was the result? _____☐ No action requested. Why didn't you pursue any action?Did you receive any assessment? ☐ YES or ☐ NO

9. DETAILS IN REGARD TO EQUIPMENT: Attach a list of equipment, for each job showing current evaluation. Specify which equipment is owned outright and which equipment has liens against it. Give details of additional purchases/leases: _____

ALL EQUIPMENT IS OWNED OUTRIGHT. LIEN IS HELD AGAINST THE REVERSE OSWALDS UNIT UNTIL IT IS PAID FOR. LISTING IS TOO VOLUMINOUS TO ATTACH HERETO.

10. PLANS TO CONTINUE BUSINESS IN THE EVENT OF SALE, DEATH OR INCAPACITY:

Is buy/sell in effect? ☐ YES or ☒ NO (Attach copy)Is it funded by life insurance? ☐ YES or ☐ NO / Amount N/AIf NO to both, what continuity provisions are made for the company? CORPORATION - PERPETUALEXISTANCEE

11. BANK INFORMATION:

NAME & ADDRESS	OFFICER TO BE CONTACTED	PHONE NUMBER	TYPE OF ACCOUNT/LOAN	ACCOUNT NUMBER
1. <u>NORWEST BANK</u> <u>121 MAIN ST.</u> <u>DEANWOOD, SD 5782</u>	<u>TIM HUBER</u>	<u>(605) 578-5587</u>	<u>VARIOUS</u>	<u>VARIOUS</u>
2. <u>FIRST BANK, SD</u> <u>P.O. Box 96</u> <u>RAPID CITY, SD 57709</u>	<u>Pat Burchill</u>	<u>(605) 394-2021</u>	<u>CD - RECLAMATION</u> <u>BOND</u>	<u>375011508310</u>
3. <u>COLORADO NATIONAL</u> <u>17th & CHAMPA</u> <u>DENVER, CO 80202</u>	<u>PAUL JELACO</u>	<u>(303) 585-4883</u>	<u>VARIOUS CORPORATE ACCOUNTS</u> <u>OF THE CONSOLIDATED GROUP</u>	

12. NAME, ADDRESS AND PHONE NUMBER OF CORPORATE ATTORNEY: MARVIN TRUE
P.O. Box 8106, RAPID CITY, SD 57709 (605) 342-2800

Have there been any major changes in financial condition since last statement date with respect to:

Equipment YES X NO

Bonding YES X NO

Loans/Refinancing X YES NO

Loans/Leases YES X NO

Change of Stock Ownership YES X NO

Other YES X NO

If yes to any above, explain fully: DAKOTA IS ATTEMPTING TO ARRANGE A PRIVATE
PLACEMENT OF EQUITY OR CONVERTIBLE DEBT AT THIS TIME. MANAGEMENT
IS SEEKING \$5-\$10 MILLION PRIMARILY FOR THE PURPOSE OF
MAXIMIZING VALUE AT THE GILT EDGE MINE

Are any of your notes, accounts receivable or retained percentages assigned, pledged, factored, sold or discounted? YES or X NO.

If YES, provide complete details: _____

13. CONTINGENCIES: Are there any judgments, suits, claims, or controversy presently pending against your company or its officers? YES X NO (If YES, provide full details): _____

Are there any state or federal tax liens, judgments, claims or suits? YES X NO

If YES, describe: _____

14. LIST OF CREDITORS, SUPPLIERS, MATERIALMEN, SUBCONTRACTORS, ETC.

COMPANY NAME	PERSON TO CONTACT	ADDRESS	TELEPHONE	ACCOUNT NUMBER
D. H. BLATTNER & SONS	BILL BLATTNER	AVON, Minn.	(612) 356-7351	
NORTHWEST PIPE FITTINGS		1304 W. GMAHA RAPID CITY, SD 57701	(605) 342-5587	
DIESEL MACHINERY		4301 N. CLIFF AVE SIOUX FALLS, SD 57101	(605) 336-0441	
SERVAL TOWER		115 4th ST. RAPID CITY, SD 57701	(605) 343-0680	

In connection with our routine verification of information and the underwriting of your request for surety bonds, the Company may order an investigative consumer report relating to the business owners and/or key management team members.

These reports, if ordered, usually include information bearing on the character, general reputation, personal characteristics and living mode of the respective individuals. Upon written request from the specific individuals, company will disclose, in writing, the nature and scope of the investigation ordered, if such an investigation consumer report is in fact received.

The undersigned does hereby warrant that statements made herein, as an inducement to company to execute or procure bonds, are true.

PREPARED BY:

DATE

TITLE TREASURER

*Enclosure -
Please type this
page in its entirety*

BROHM MINING CORP. #432**STATE OF SOUTH DAKOTA - DEPT.
OF ENV and NAT. RESOURCES**

12/1/87 -

Complaint - Construction of operation without adequate erosion and sedimentation controls; disturbed buffer area; and initiated construction of its process plant without approval of P&S

Informal Hearing

Civil penalty of \$10,000 imposed

10/24/88 -

Compliance Order - Excessive flows in leach pad LDCRS

Informal Hearing

Brohm made repairs and relined pad during 1989

10/25/88 -

NOV - Failed to load leach pad in accordance with approved plans

Informal Hearing

Penalty of \$1,000 to be deposited in Regulated Response Fund

11/1/88 -

NOV - Failed to report LDCRS flow of over 500 gallons per acre per day (gpac) within 24 hours and failed to shutdown pad as required by condition

Informal Hearing

Penalty of \$1,000 to be deposited in Regulated Response Fund

12/29/89 -

NOV - Discharge of process solution to the alluvial aquifer

Informal Hearing

Penalty of \$4,800

7/18/91 -

NOV - Discharge of process solution to the environment in June, 1991 (Violation of SDCL 45-6B)

NOV - Discharge of process solution to the environment and attendant water pollution in June, 1991 (Violation of Water Pollution Control Act, Surface Water Quality Standards, and Ground Water Quality Standards)

Formal Hearing - Penalty Reduction

Penalty of \$99,800 to be deposited in Regulated Substance Response Fund

4/10/93

NOV - Discharge of Acid Mine Drainage into the Environment in 1993 (Violation of SDCL 45-6B)

Informal Hearing

Penalty: None

BROHM MINING CORP - U.S. EPA - NPDES PERMIT#

SD 002 6891

3/31/94

*Administrative Complaint - Failure Violation
of Clean Water Act.*

Formal Hearing

Penalty \$125,000.00



(PER TON BASIS)

NOTE: ALL VALUES ARE ESTIMATES OF OUR
NEXT PRODUCTION TARGET, ANCHOR HILLCompany Name Brohm Mining CorporationPermit # 439Mine Location 4 mile SE of Deadwood, SDEstimated Production (tons/month) 525,000 tons/month (ORE & WASTE)Number of Shifts 42 shifts/month

Equipment on job for production: (Number of pieces of each)

- | | |
|---------------------------|-------------------------------|
| 1. 13.5 CU. YD LOADER (2) | 8. 166 GRADER (1) |
| 2. 85 TON HAUL TRUCK (8) | 7. WATER TRUCK 10,000 GAL (1) |
| 3. BLAST HOLE DRILL (2) | 8. MOBILE CRANE 35 TON (1) |
| 4. 7 CU. YD LOADER (1) | 9. FUEL/OIL TRUCK (1) |
| 5. BULLDOZER (3) | 10. WASTE PILES (5) |

Cost/Ton

\$/Ton

Labor (Include benefits and taxes)

Equipment

Fuel

Power

Maintenance

Explosives

Supplies (Other)

Trucking

Tipple/Prep Plant Costs

Royalty

Black Lung, Road Tax, Severance Tax, etc.

Miscellaneous Costs

SEE ATTACHED
SHEET FOR
DETAILS

TOTAL COST PER TON: \$

THIS INFORMATION FOR INTERNAL USE ONLY

SIGNATURE/TITLE

DATE

BO-1 92-KY

TOTAL P.014

ANCHOR HILL PROJECT
ESTIMATED OPERATING COSTS
UPDATED 8-23-94

	<u>Crush Ore</u>	<u>ROM Ore</u>	<u>Waste</u>
Reclamation	.07	.07	
Mining Cost	.80	.80	.80
Equip Lease	.23	.23	.23
Crusher Feed	.25	--	
Crushing	.44	--	
Pad Load	.25	--	
Leaching	.42	.42	
Neutralization	.28	.28	
Precip.	.117	.117	
Refining	.055	.055	
Lab	.097	.097	
Mill General	.42	.218	
Eng./Geol.	.200	.120	
Envior./Safety	.138	.083	
Admin.	.500	.300	
Cost Per Ton	\$4.267	\$2.79	\$1.03

reports/ahest-op.tf

insurance Company

1992

Status Report

Post-It[®] brand fax transmittal memo 7671

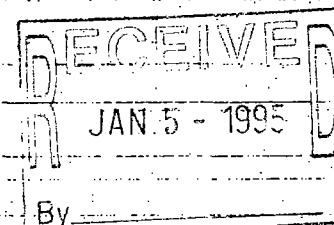
of pages ▶

To: J. C.	From: Dale S.
Co.	Co.
Dept.	Phone #
Fax #	Fax #

PRINCIPAL/PERMITTEE: BMC Brohm Mining Corp

PREPARED BY: Dele A. Shay

DATE: 1-4-95

[illegible]

CHANGES ANNUALLY
AS EXPLORATION TARGETS
CHANGE

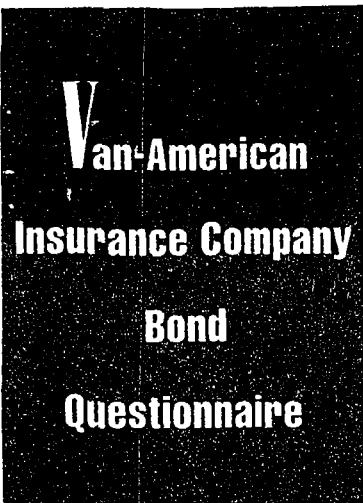
CD ~~2~~ ISSUED
BY FIRST
BANK, SD

CD ISSUED
BY NORWES
BANK, SD

CORP SURETY
BY PLANET P
\$50,000 CD A
FIRST-WESTER
BANK TO CO
DEDUCTIBLE

Exploration —
Notice of Intent

This is what the initials stand for.



CONFIDENTIAL, FOR INTERNAL USE ONLY

NAME: BROTHM MINING CORP. FEDERAL I.D. # 46-0394947
ADDRESS: P.O. Box 485, DEADWOOD, SD 57732
TELEPHONE: (605) 578-3107 FAX: (605) 578-1709
CORPORATION ☒ PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐
PROPRIETORSHIP ☐

1. ORGANIZATION AND BACKGROUND:

Date business formed 1983 Date incorporated JULY 12, 1983 as G.H. Edge Inc.
Years as mining operator 11 Name changed to Brothm Mining Corp. 11/91

List of Officers/Owners and Key Personnel:

NAME	SOCIAL SECURITY NUMBER	POSITION & RESPONSIBILITY	% OF OWNERSHIP	AGE	MINING EXPERIENCE
<u>MinVen Gold (USA) Corp</u>	<u>84-1074682</u>		<u>100%</u>		
<u>Paul A. Bailly</u>	<u>049-24-8089</u>	<u>Chairman</u>	<u>-</u>	<u>66</u>	<u>30+ yrs</u>
<u>Alan R. Bell</u>	<u>523-27-7624</u>	<u>President</u>	<u>-</u>	<u>55</u>	<u>30+ yrs.</u>
<u>Robert R. Gilmore</u>	<u>521-76-8361</u>	<u>Vice Pres</u>	<u>-</u>	<u>43</u>	<u>10+ yrs.</u>
<u>Martin Quick</u>	<u>621-12-1535</u>	<u>Vice Pres</u>	<u>-</u>	<u>49</u>	<u>25+ yrs.</u>
<u>Dale Shay</u>	<u>516-70-0828</u>	<u>Environmental</u>	<u>-</u>	<u>41</u>	<u>?</u>
<u>Red McLeod</u>	<u>476-68-9619</u>	<u>Superintendent</u>	<u>-</u>	<u>39</u>	<u>?</u>

2. LIST OF AFFILIATED, SUBSIDIARY OR RELATED COMPANIES:

NAME & ADDRESS	STOCK OWNERSHIP	SCOPE OF OPERATIONS
Miner, Gold (USA) Corp	100% OF BRUNN	OWNERSHIP OF US MINES
DAKOTA MINING CORPORATION	100% OF TANGUE	CANADIAN HOLDING CO.

3. PRESENT BONDING COMPANY: NONE

Through what insurance agency? _____

Reason you want to change bond company? _____

Largest single bond issued? _____

Prior bonding company, if any? _____

Limits and Carrier of Liability and Compensation Insurance: (Attach copy of Certificate of Insurance and provide full details concerning any umbrella policies carried.) SEE ATTACHED CERTIFICATE

4. GENERAL INFORMATION – Type of Operation

☒ Conventional Contour ☐ Auger
☐ Mountain Top Removal ☐ Area Mining
☐ Underground Mining

How much mineral did you produce in each of the last three (3) years? (OUNCES OF GOLD)

Year	Surface	Underground	Total
1991	2,374	N/A	
1993	9,423	N/A	
1992	26,836	N/A	

Who does your permitting and bonding work? _____

Who is responsible for permitting and bonding in your company?

NAME: DALE SHAY TITLE: DIRECTOR OF ENVIRONMENTAL AFFAIRS

Do you plan to use a sub-contractor? _____ YES or _____ NO

If yes, Name and Address: _____

Has the State authority been notified of any work to be done by a sub-contractor?

_____ YES or _____ NO

If yes, attach state approval or notification.

5. BONDS

Bonds in force now:

PERMIT # AND STATE	INCREMENT #	ACRES/INCREMENT	BOND AMOUNT	SURFACE OR UNDERGROUND
<i>Date</i> SD #			\$1,230,876	SURFACE
SD #			50,000	?
SD #			20,000	?

Please attach additional sheet if necessary.

Bonds needed immediately:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
<i>Date</i>					

FUTURE BONDING REQUIREMENTS:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
<i>Date</i>					

6. MINERAL SALES

What type of marketing do you use to sell your mineral? (Contract or spot) Generally spot

Do you have a current contract? YES or X NO

If yes, with whom? N/A Contact

Contract expiration date N/A

Contract calls for N/A tons/per

Price per ton F.O.B. Mine or other (Specify) N/A

Contract specifications:

- Moisture
- Ash
- Sulfur
- BTU

7. NOTICES OF VIOLATIONS:

Have you received any notices of violation (NOV)? X YES or NO

If yes, how many: State Federal

Attach separate sheet listing all violations as to type, permit #, date of issuance, citation number, corrected or outstanding.

Action you requested (Check one):

 Informal Hearing Civil Court

 Formal Hearing. What was the result?

 No action requested. Why didn't you pursue any action?

Did you receive an assessment? YES or NO

8. CESSATION ORDERS

Have you received any Cessation Orders (CO)? YES or NO

If yes, how many per year?

TYPE Year Received

Action requested (Check one):

 Informal Hearing Civil Court

 Formal Hearing. What was the result?

 No action requested. Why didn't you pursue any action?

Did you receive any assessment? YES or NO

9. DETAILS IN REGARD TO EQUIPMENT: Attach a list of equipment, for each job showing current evaluation. Specify which equipment is owned outright and which equipment has liens against it. Give details of additional purchases/leases:

ALL EQUIPMENT IS OWNED OUTRIGHT. LIEN IS HELD AGAINST THE
REVERSE OSMOSIS UNIT UNTIL IT IS PAID FOR. LISTING IS TOO VOLUMINOUS
TO ATTACH HERETO.

10. PLANS TO CONTINUE BUSINESS IN THE EVENT OF SALE, DEATH OR INCAPACITY:

Is buy/sell in effect? YES or X NO (Attach copy)

Is it funded by life insurance? YES or NO / Amount N/A

If NO to both, what continuity provisions are made for the company? CORPORATION - PERPETUAL
EXISTANCE

11. BANK INFORMATION:

NAME & ADDRESS	OFFICER TO BE CONTACTED	PHONE NUMBER	TYPE OF ACCOUNT/LOAN	ACCOUNT NUMBER
1. <u>NORWEST BANK</u> <u>721 MAIN ST</u> <u>DEADWOOD, SD 57722</u>	<u>TIM HUBER</u>	<u>(605) 578-5557</u>	<u>VARIOUS</u>	<u>VARIOUS</u>
2. <u>FIRST BANK, SD</u> <u>P.O. Box 90</u> <u>RAPID CITY, SD 57709</u>	<u>JOHN WAY</u>		<u>CD - RECLAMATION</u> <u>ROADS</u>	
3. _____				

12. NAME, ADDRESS AND PHONE NUMBER OF CORPORATE ATTORNEY: MARVIN TRUE
P.O. Box 8106, RAPID CITY, SD 57709 (605) 342-2800

Have there been any major changes in financial condition since last statement date with respect to:

Equipment ☐ YES ☒ NO

Bonding ☐ YES ☒ NO

Loans/Refinancing ☒ YES ☐ NO

Loans/Leases ☐ YES ☒ NO

Change of Stock Ownership ☐ YES ☒ NO

Other ☐ YES ☒ NO

If yes to any above, explain fully: DAKOTA IS ATTEMPTING TO ARRANGE A PRIVATE
PLACEMENT OF EQUITY OR CONVERTIBLE DEBT AT THIS TIME. MANAGEMENT
IS SEEKING \$5-\$10 MILLION PRIMARILY FOR THE PURPOSE OF
MAXIMIZING VALUE AT THE GILT EDGE SALE

Are any of your notes, accounts receivable or retained percentages assigned, pledged, factored, sold or discounted? ☐ YES or ☒ NO.

If YES, provide complete details: _____

13. CONTINGENCIES: Are there any judgments, suits, claims, or controversy presently pending against your company or its officers? ☐ YES ☒ NO (if YES, provide full details):

Are there any state or federal tax liens, judgments, claims or suits? ☐ YES ☒ NO

If YES, describe: _____

STOCK CO. OF THE STATE OF SOUTH DAKOTA

14. LIST OF CREDITORS, SUPPLIERS, MATERIALMEN, SUBCONTRACTORS, ETC.

COMPANY NAME	PERSON TO CONTACT	ADDRESS	TELEPHONE	ACCOUNT NUMBER
D H BLATTNER & SONS	BILL BLATTNER	AVON, M. IN	(612) 356-7351	
NORTHWEST PIPE FITTINGS		2309 W. OMAHA RAPID CITY, SD 57401	(605) 342-5587	
DIESEL MACHINERY		4301 N. CLIFF AVE SIOUX FALLS, SD 57104	(605) 236-0411	
SERVALL TOWEL		410 4TH ST. RAPID CITY, SD 57401	(605) 343-0620	

In connection with our routine verification of information and the underwriting of your request for surety bonds, the Company may order an investigative consumer report relating to the business owners and/or key management team members.

These reports, if ordered, usually include information bearing on the character, general reputation, personal characteristics and living mode of the respective individuals. Upon written request from the specific individuals, company will disclose, in writing, the nature and scope of the investigation ordered, if such an investigation consumer report is in fact received.

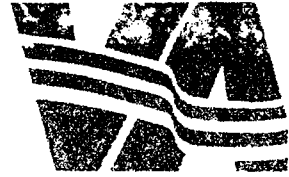
The undersigned does hereby warrant that statements made herein, as an inducement to company to execute or procure bonds, are true.

PREPARED BY _____ DATE _____

TITLE TREASURER

CONFIDENTIAL

**Estimated
Production/Cost
Analysis**



(PER TON BASIS)

Company Name _____

Permit # _____

Mine Location _____

Estimated Production (tons/month) _____

Number of Shifts _____

Equipment on job for production: (Number of pieces of each)

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

Cost/Ton

\$/Ton

Labor (Include benefits and taxes)

Equipment

Fuel

Power

Maintenance

Explosives

Supplies (Other)

Trucking

Tipple/Prep Plant Costs

Royalty

Black Lung, Road Tax, Severance Tax, etc.

Miscellaneous Costs

TOTAL COST PER TON: \$

THIS INFORMATION FOR INTERNAL USE ONLY

SIGNATURE/TITLE

DATE



VAN-AMERICAN

167 East Main Street, Suite 210
Lexington, Kentucky 40507
Phone: 606-225-1010
Fax: 606-225-1020

NOV 28

November 22, 1994

Mr. J.C. Sowers
Dakota Mining
410 Seventeenth Street, Suite 2450
Denver, CO 80202

Dear J.C.:

I appreciated your call earlier outlining your bonding needs in South Dakota. I am certainly hopeful that we can be of service to you.

As soon as you know that your financing is in place and that you are going forward with your current permit revisions, I will need the following information:

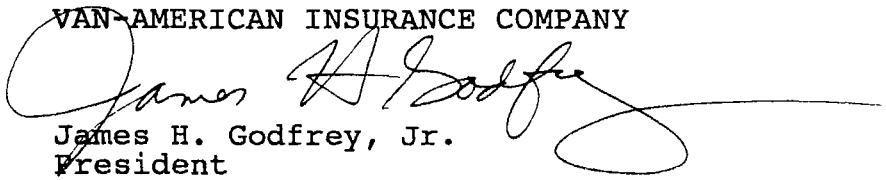
1. The most current financial statements.
2. A copy of whatever registration statements have been filed.
3. Information concerning your \$10,000,000 convertible debentures.
4. An engineering contact so that our engineer, Ray Polly, can get together with your contact and visit the site.
5. Our questionnaire completed. A copy is enclosed.

I do not think this information will be too tough for you to put together. If you think of any other documents that would be informational, I would appreciate receiving those as well. You can get the engineering contact directly to Ray Polly, our Chief Engineer. Additionally, you can direct all the other information to Carol Brumley, my Assistant, in Lexington.

Again, thanks for your call and I look forward to the opportunity of working with you.

Sincerely,

VAN-AMERICAN INSURANCE COMPANY


James H. Godfrey, Jr.
President

JHG/ljm

Enclosure

cc: Carol Brumley
Ray Polly

①

Bonding meeting w/Vera @ March 12/7/94

Probable bonding changes (decreases) on a 2 yr basis.

Collateral C/B: ~~5000~~ ~~6000~~

3-4 million - workable w/ the 1.2 mil existing bond

6 mil level - probable 40-50% collateral

Add'l bond C/B \$3-5 mil face - impact of Anchor Hill notwithstanding

Timing: What will be the bond amt?

3 yrs F/S

Timeline for project

Obtain ASAP

Copy of the bond form (surety) from SD - Dale Shay?

Synopsis of the reclamation plan (executive summary)

Rod's?
Dale's have

Resumes of key operating personnel - Rod, Dale, MR, others?

Environmental awards - stream cleanup - Dale?

Press on tailings cleanup

- water treat plant

- letters of commendation

- Summary of last 18 mos completed projects

Bankers, C/D, officers, Citibank, other credit references

The surety will want indemnity - who could provide?

claim against the co, DKT, BMC, MUGUS

Separate F/S of Brohm - clean up ^{it's} debt or subordinate the

I/c debt to the bond

→ Fax meeting start time w/mike

→ PB - cut rent checks, etc.

(2)

Use the Van American form as the format application



Dale get time line down - 8/4 Xmas
send to Vera when complete

MINVEN GOLD CORPORATION

December 9, 1992

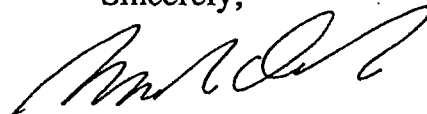
Ms. Roxanne Giedd
Office of Attorney General
State of South Dakota
State Capitol
500 East Capitol
Pierre, SD 57501

Dear Ms. Giedd:

Per our discussion, please find enclosed a copy of the full insurance document regarding Brohm's pollution insurance.

If you have any questions, please feel free to contact me.

Sincerely,



Martin Quick
Vice President, Operations

MQ:sg
Enclosure

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

NAMED MINVEN GOLD CORP./BROHM MINING CORP.
INSURED P.O. Box 485
AND Deadwood, SD 57732
POST OFFICE

FIRST PARTY POLLUTION CLEAN-UP
DECLARATIONS

THIS IS A CLAIMS-MADE POLICY--PLEASE READ CAREFULLY

POLICY NUMBER: NTD2509514

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.
ADDRESS P.O. Box 485
Deadwood, SD 57732

Item 2: POLICY PERIOD
FROM September 29, 1992 TO September 29, 1993
12:01 A.M. standard time at the address of the NAMED INSURED shown above.

Item 3: LIMIT OF LIABILITY, up to \$286,000 each LOSS
\$286,000 Total for all LOSSES

Item 4: RETENTION \$50,000 each LOSS

Item 5: COVERED LOCATION(S) Gilt Edge Mine
Deadwood, SD

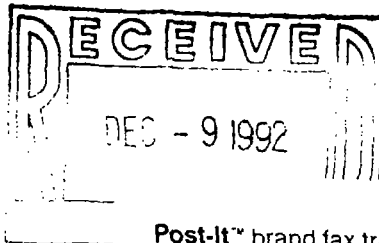
Item 6: POLICY PREMIUM \$50,000

Item 7: EXTENDED DISCOVERY CLAUSE DATE September 29, 1992

Post-It™ brand fax transmittal memo 7671		# of pages > 1
To	Roxanne Giedd	
From	Martin Quirk	
Co.	Office of Attorney General	
Co.	Min Ven (Brohm)	
Dept.	State of S. Dakota	
Phone #	303-573-0221	
Fax #	605-773-4106	
Fax #	303-573-1012	

0

Paul Mardoll
Authorized Representative BL/sm 9/30/92



DATE: DECEMBER 11, 1992
 TO: MARTIN QUICK
 FROM: JIM BARRON *Jim*
 SUBJECT: BROHM CYANIDE SPILL INSURANCE

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To <i>Jenny Hill</i>	From <i>MARTIN QUICK</i>	
Co. <i>Marsha M. Lennan</i>	Co. <i>MINNEN</i>	
Dept.	Phone #	
Fax # <i>861 8123</i>	Fax # <i>573-1012</i>	

F.Y.Z.
ml.

As you are aware we received from the office of the Attorney General for the State of South Dakota a letter outlining their concerns and objections to the type of financial assurance insurance policy we have proposed to provide to the state under the regulations adopted by the state pertaining to financial assurance. Upon discussing these concerns with Marv Truhe I would like to pass on the following opinions that he had during our discussions.

Pertaining to Item 1. The contention that the state did not receive the declarations portion of this insurance is not true. Marv felt that the declarations were simply not recognized as such.

Pertaining to Item 2. In terms of the "off-site" question, the state statutes are very broad when discussing coverage. They essentially call for the adequate protection of the public from harm to the environment. In our discussion it was felt that we needed broader language in the insurance policy, such that any spill originating from the property, wherever necessary to clean up, would be covered to the limits of the policy.

Pertaining to Item 3. Marv felt that by simply changing the wording of this pertaining to compensation would clear this particular problem up.

Pertaining to Item 4. Again, Marv felt that all that was necessary here was clearer language.

Pertaining to Item 5. This also needs to be clarified, however, it is reasonable to expect that the State of South Dakota would demand that South Dakota law must govern in this situation. That only seems reasonable and should be something that the insurance company would be willing to go along with.

cc: Myron Andersen
 Rod MacLeod

Dakota
DAKOTA MINING CORPORATION

January 6, 1995

Ms. Vera T. Kalba
Marsh & McLennan, Inc.
1050 17th Street, Suite 900
Denver, Colorado 80265

Re: Surety bonding

Dear Vera:

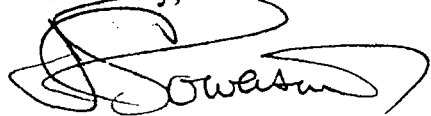
Enclosed is the completed bond questionnaire for our estimated \$8 million bond requirement to the State. The expected date to provide the bond is March 1, 1995.

Within the next few weeks, we anticipate having finalized the details of our expected private placement. When a terms sheet is issued, we will immediately forward a copy to you.

One question we may have of any potential providers of our surety needs may be - if they aren't able to provide the full amount of the expected \$8 million bond, how much could they provide? We may be able to provide South Dakota with a surety bond for a portion of the \$8 million with Dakota Mining providing a corporate guarantee for the balance.

If you have any questions regarding the attached, please let me know.

Sincerely,



J.C. Sowers, III
Treasurer

JCS/db/Brhm-bnd.lns

Enclosures

Need one copy which
S/B immediately filed
as follows -
add to file
just
1/16/95
Vok
RB
Brohm
Environmental
New Bonds
New Surety Application 1995
(ARD)
I will deliver this
package @ Noon

Van-American
Insurance Company
Reclamation
Bond
Checklist



I. INFORMATION REQUIRED BY VAN-AMERICAN FOR BOND TO BE ISSUED.

STATUS

- | | |
|---|----------|
| 1. CERTIFIED CORPORATE FINANCIAL STATEMENTS
(3 YEAR HISTORY). | Attached |
| 2. PERSONAL FINANCIAL STATEMENTS AND FEDERAL TAX RETURNS. | N/A |
| 3. RECOMMENDATION LETTER FROM BANK. | Later |
| 4. COMPLETE PERMIT APPLICATION PACKAGE. | Attached |
| 5. MINING AND RECLAMATION OPERATIONS PERMIT
(PENDING/GRANTED). | Attached |
| 6. BOND QUESTIONNAIRE. | Attached |
| 7. COST PER TON BREAKDOWN. | Attached |

II. DOCUMENTS FURNISHED BY VAN-AMERICAN FOR BOND TO BE ISSUED.

1. GENERAL INDEMNITY AGREEMENT.
2. GUARANTY AGREEMENT.
3. COLLATERAL TRUST AGREEMENT.
4. PREMIUM AGREEMENT.

Van-American
Insurance Company

Bond

Questionnaire



CONFIDENTIAL, FOR INTERNAL USE ONLY

NAME: Brohm Mining Corporation FEDERAL I.D. # 46-0394947

ADDRESS:

P.O. Box 485, Deadwood, SD 57732

TELEPHONE: (605) 578-2107 FAX: (605) 578-1709

CORPORATION ☒ PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐

PROPRIETORSHIP ☐

1. ORGANIZATION AND BACKGROUND:

Date business formed 1983 Date incorporated July 12, 1983 as Gilt Edge Inc.

Years as mining operator 11 (Name changed to Brohm Mining Corp. 11/14,

List of Officers/Owners and Key Personnel:

NAME	SOCIAL SECURITY NUMBER	POSITION & RESPONSIBILITY	% OF OWNERSHIP	AGE	MINING EXPERIENCE
<u>MinVen Gold (USA) Corp.</u>	<u>84-1094682</u>		<u>100%</u>		
<u>Paul A. Bailly</u>	<u>049-24-8089</u>	<u>Chairman</u>	<u>-</u>	<u>66</u>	<u>30+ yrs.</u>
<u>Alan R. Bell</u>	<u>523-27-7624</u>	<u>President</u>	<u>-</u>	<u>55</u>	<u>30+ yrs.</u>
<u>Robert R. Gilmore</u>	<u>521-76-8364</u>	<u>Vice Pres.</u>	<u>-</u>	<u>43</u>	<u>10+ yrs</u>
<u>Martin Quick</u>	<u>621-12-1535</u>	<u>Vice Pres.</u>	<u>-</u>	<u>51</u>	<u>25+ yrs.</u>
<u>Dale Shay</u>	<u>516-70-0828</u>	<u>Environmental</u>	<u>-</u>	<u>41</u>	<u>15 yrs.</u>
<u>Rod McLeod</u>	<u>476-68-9619</u>	<u>Superintendent</u>	<u>-</u>	<u>39</u>	<u>15 yrs.</u>

2. LIST OF AFFILIATED, SUBSIDIARY OR RELATED COMPANIES:

NAME & ADDRESS	STOCK OWNERSHIP	SCOPE OF OPERATIONS
<u>MinVen Gold (USA) Corp</u>	<u>100% of Brohm</u>	<u>Ownership of US Mines</u>
<u>Dakota Mining Corp.</u>	<u>100% of MVGUS</u>	<u>Canadian Holding Company</u>

3. PRESENT BONDING COMPANY: None

Through what insurance agency? _____

Reason you want to change bond company? _____

Largest single bond issued? _____

Prior bonding company, if any? _____

Limits and Carrier of Liability and Compensation Insurance: (Attach copy of Certificate of Insurance and provide full details concerning any umbrella policies carried.) See Attached Certificate

4. GENERAL INFORMATION – Type of Operation

<u>X</u> Conventional Contour	_____ Auger
_____ Mountain Top Removal	_____ Area Mining
_____ Underground Mining	

How much mineral did you produce in each of the last three (3) years? (ounces of gold)

Year	Surface	Underground	Total
<u>1994</u>	<u>2,374</u>	<u>N/A</u>	
<u>1993</u>	<u>9,423</u>	<u>N/A</u>	
<u>1992</u>	<u>26,836</u>	<u>N/A</u>	

Who does your permitting and bonding work? Gilt Edge Mine Environmental, Engineering and Geology staff. Support from outside consultants.

Who is responsible for permitting and bonding in your company?

NAME: Dale Shay TITLE: Director of Environmental Affairs

Do you plan to use a sub-contractor? _____ YES or X NO

If yes, Name and Address: _____

Has the State authority been notified of any work to be done by a sub-contractor? N/A

_____ YES or _____ NO

If yes, attach state approval or notification.

5. BONDS

Bonds in force now:

PERMIT # AND STATE	INCREMENT #	ACRES/INCREMENT	BOND AMOUNT	SURFACE OR UNDERGROUND
<u>SD #439</u>	<u>1</u>	<u>406</u>	<u>\$1,230,876</u>	<u>Surface</u>
<u>SD Financial Assurance (with a \$50,000 CD to cover the deductible)</u>			<u>318,000</u>	<u>Surface</u>
<u>SD various EXNI</u>	<u>various</u>	<u>Maximum</u>	<u>20,000</u>	<u>Surface</u>

Please attach additional sheet if necessary.

Bonds needed immediately:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
<u>#439 Amendment</u>	<u>406</u>	<u>(Pending)</u>	<u>SD</u>	<u>Surface</u>	<u>March 1, 1995</u>

FUTURE BONDING REQUIREMENTS:

PERMIT OR APPLICATION #	ACRES	BOND AMOUNT	STATE	SURFACE OR UNDERGROUND	DATE NEEDED
<u>None at this time until Anchor Hill Permit is near completion (late 1995)</u>					
<u>Bond amount unknown</u>					

6. MINERAL SALES

What type of marketing do you use to sell your mineral? (Contract or spot) Generally spot

Do you have a current contract? YES or X NO

If yes, with whom? N/A Contact

Contract expiration date N/A

Contract calls for N/A tons/per

Price per ton F.O.B. Mine or other (Specify) N/A

Contract specifications:

Moisture

Ash

Sulfur

BTU

7. NOTICES OF VIOLATIONS:

Have you received any notices of violation (NOV)? ☒ YES or ☐ NO

If yes, how many: 8 State 1 Federal

Attach separate sheet listing all violations as to type, permit #, date of issuance, citation number, corrected or outstanding.

Action you requested (Check one): (see attached list)

☒ Informal Hearing ☐ Civil Court

☒ Formal Hearing. What was the result? (see attached list)

☐ No action requested. Why didn't you pursue any action?

Did you receive an assessment? ☒ YES or ☐ NO (refer to attached list)

8. CESSATION ORDERS

Have you received any Cessation Orders (CO)? ☐ YES or ☒ NO

If yes, how many per year? _____

TYPE _____ Year Received _____

Action requested (Check one):

☐ Informal Hearing ☐ Civil Court

☐ Formal Hearing. What was the result? _____

☐ No action requested. Why didn't you pursue any action?

Did you receive any assessment? ☐ YES or ☐ NO

9. DETAILS IN REGARD TO EQUIPMENT: Attach a list of equipment, for each job showing current evaluation. Specify which equipment is owned outright and which equipment has liens against it. Give details of additional purchases/leases: _____

All equipment is owned outright. Lien is held against the reverse osmosis unit until it is paid for. Listing is too voluminous to attach hereto.

10. PLANS TO CONTINUE BUSINESS IN THE EVENT OF SALE, DEATH OR INCAPACITY:

Is buy/sell in effect? ☐ YES or ☒ NO (Attach copy)

Is it funded by life insurance? ☐ YES or ☐ NO / Amount N/A

If NO to both, what continuity provisions are made for the company? Corporation - perpetual existence.

11. BANK INFORMATION:

NAME & ADDRESS	OFFICER TO BE CONTACTED	PHONE NUMBER	TYPE OF ACCOUNT/LOAN	ACCOUNT NUMBER
1. <u>Norwest Bank</u> <u>721 Main St., Deadwood, SD 57732</u>	<u>Tim Huber</u>	<u>(605) 578-5587</u>	<u>various</u>	<u>various</u>
2. <u>First Bank, SD</u> <u>P.O. Box 90, Rapid City, SD 57709</u>	<u>Pat Burchill</u>	<u>(605) 394-2021</u>	<u>CD-Reclamation Bond</u>	<u>375011508310</u>
3. <u>Colorado National</u> <u>17th & Champa, Denver, CO 80202</u>	<u>Paul Jelaco</u>	<u>(303) 585-4983</u>	<u>Various corporate accounts of the consolidated Group</u>	

12. NAME, ADDRESS AND PHONE NUMBER OF CORPORATE ATTORNEY: Marvin Truhe

P.O. Box 8106, Rapid City, SD 57709 (605) 342-2800

Have there been any major changes in financial condition since last statement date with respect to:

Equipment ☐ YES ☒ NO

Bonding ☐ YES ☒ NO

Loans/Refinancing ☒ YES ☐ NO

Loans/Leases ☐ YES ☒ NO

Change of Stock Ownership ☐ YES ☒ NO

Other ☐ YES ☒ NO

If yes to any above, explain fully: Dakota is attempting to arrange a private placement of equity or convertible debt at this time. Management is seeking \$5 - \$10 million primarily for the purpose of maximizing value at the Gilt Edge Mine.

Are any of your notes, accounts receivable or retained percentages assigned, pledged, factored, sold or discounted? ☐ YES or ☒ NO.

If YES, provide complete details: _____

13. CONTINGENCIES: Are there any judgments, suits, claims, or controversy presently pending against your company or its officers? ☐ YES ☒ NO (if YES, provide full details):

Are there any state or federal tax liens, judgments, claims or suits? ☐ YES ☒ NO

If YES, describe: _____

CONFIDENTIAL

**Estimated
Production/Cost
Analysis**



(PER TON BASIS)

NOTE: ALL VALUES ARE ESTIMATES OF OUR
NEXT PRODUCTION TARGET, ANCHOR HILL

Company Name Brohm Mining Corporation

Permit # 439

Mine Location 4 miles SE of Deadwood, SD

Estimated Production (tons/month) 525,000 tons/month (ore & waste)

Number of Shifts 42 shifts/month

Equipment on job for production: (Number of pieces of each)

- | | |
|----------------------------|--------------------------------|
| 1. 13.5 cu. yd. loader (2) | 6. 16G Grader (1) |
| 2. 85 ton haul truck (8) | 7. Water truck 10,000 gal. (1) |
| 3. Blasthole drill (2) | 8. Mobil crane 35 ton (1) |
| 4. 7 cu. yd. loader (1) | 9. Fuel/lube truck (1) |
| 5. Bulldozer (3) | 10. Light plants (5) |

Cost/Ton

\$/Ton

Labor (Include benefits and taxes)

SEE ATTACHED SHEET
FOR DETAILS

Equipment

Fuel

Power

Maintenance

Explosives

Supplies (Other)

Trucking

Tipple/Prep Plant Costs

Royalty

Black Lung, Road Tax, Severance Tax, etc.

Miscellaneous Costs

TOTAL COST PER TON: \$

SIGNATURE/TITLE

BQ-192-KV

THIS INFORMATION FOR INTERNAL USE ONLY

DATE

1/5/95

14. LIST OF CREDITORS, SUPPLIERS, MATERIALMEN, SUBCONTRACTORS, ETC.

COMPANY NAME	PERSON TO CONTACT	ADDRESS	TELEPHONE	ACCOUNT NUMBER
D.H. Blattner & Sons	Bill Blattner	Avon, Minn.	(612) 356-7351	
Northwest Pipe Fittings		1309 W. Omaha Rapid City, SD 57709	(650) 342-5587	
Diesel Machinery		4301 N. Cliff Ave Sioux Falls, SD 57101	(605) 336-0411	
Servall Towel		410 4th Street Rapid City, SD 57701	(605) 343-0680	

In connection with our routine verification of information and the underwriting of your request for surety bonds, the Company may order an investigative consumer report relating to the business owners and/or key management team members.

These reports, if ordered, usually include information bearing on the character, general reputation, personal characteristics and living mode of the respective individuals. Upon written request from the specific individuals, company will disclose, in writing, the nature and scope of the investigation ordered, if such an investigation consumer report is in fact received.

The undersigned does hereby warrant that statements made herein, as an inducement to company to execute or procure bonds, are true.

PREPARED BY J.C. Sowers, III DATE 1/5/95
 TITLE Treasurer

Van-American Insurance Company Bond Status Report

PRINCIPAL/PERMITTEE: BROHM MINING CORPORATION

PREPARED BY: DALE SHAY

DATE: 1-4-95

BOND NUMBER	PERMIT NUMBER	ORIGINAL BOND AMOUNT	TOTAL ACRES	ACREAGE CURRENTLY DISTURBED	ACRES PERMITTED NOT TO BE DISTURBED	ACRES TO BE DISTURBED OVER NEXT 12 MONTHS
EFFECTIVE DATE	COUNTY/ COMMUNITY	CURRENT BOND AMOUNT	METHOD OF MINING			
I	463	\$1,230,876	406	184.9	NONE	NONE
1988	South Dakota	1,230,876	open pit			
various	EXNI's	\$ 20,000	open ended	VARIABLE	NONE	2
		20,000	exploration			
Financial Assurance 5-21-92	South Dakota	\$ 286,000				
		318,000	Regarding State funded site cleanup			
TOTAL						

VAN AMERICAN INSURANCE COMPANY

BOND QUESTIONNAIRE

Question #3

CERTIFICATE OF INSURANCE

ACORD. INSURANCE BINDER

ISSUE DATE (MM/DD/YY)

7/1/94

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER

Marsh & McLennan, Inc.
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

COMPANY

A- St. Paul Mercury B- Hartford
Steam Boiler

BINDER NO.

12164

DATE EFFECTIVE TIME DATE EXPIRATION
7/1/94 12:01 XX AM 9/1/94
PM

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:

CODE

SUB-CODE

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

INSURED

Dakota Mining Corporation
410 17th Street
Suite 2450
Denver, Colorado 80202

A- Property, General Liability, Automobile
Liability & Physical Damage, Bullion
Floater, Crime, Umbrella, Worker's
Compensation
B- Boiler & Machinery

COVERAGES

LIMITS

TYPE OF INSURANCE	Policy #	COVERAGE/FORMS	CK001101018	AMOUNT	DEDUCTIBLE	COIN
PROPERTY CAUSES OF LOSS		Blanket Building, Personal Property, EDP,		\$10,531,000	\$500;	WAIVE
BASIC BROAD X SPEC		Mobile Equipment, Business Income, Stock			\$5,000	Mine E
X Bullion Floater		Valuable Papers, Accounts Receivable			\$10,000	Crush
		Crime		\$1,500,000		

GENERAL LIABILITY

Policy # CK001101018

GENERAL AGGREGATE	\$ 2,000,00
PRODUCTS - COM/OP AGG.	\$ 1,000,00
PERSONAL & ADV. INJURY	\$ 1,000,00
EACH OCCURRENCE	\$1,000,000
FIRE DAMAGE (Any one fire)	\$ 100,000
MED. EXPENSE (Any one person)	\$ 10,000

X COMMERCIAL GENERAL LIABILITY

CLAIMS MADE XX OCCUR

OWNER'S & CONTRACTOR'S PROT.

XX Employee Benefits Employee Benefits is Claims Made \$1,000,000
Liability RETRO DATE FOR CLAIMS MADE: 7/1/94 \$3,000,000 Agg.

AUTOMOBILE LIABILITY

Policy # CK001101018

COMBINED SINGLE LIMIT	\$ 1,000,00
BODILY INJURY (Per person)	\$
BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE	\$
MEDICAL PAYMENTS	\$ 5,000
PERSONAL INJURY PROT.	Statutory
UNINSURED MOTORIST	\$ 1,000,00

AUTO PHYSICAL DAMAGE DEDUCTIBLE

ALL VEHICLES

SCHEDULED VEHICLES

Policy # CK001101018

\$250

X ACTUAL CASH VALUE

STATED AMOUNT

X COLLISION: \$500
X OTHER THAN COL: \$250

Hired Auto Physical Damage \$25,000 Max \$500

DED. OTHER

EXCESS LIABILITY

Policy # CK001101018

EACH OCCURRENCE	\$ 10,000,0
AGGREGATE	\$ 10,000,0
SELF-INSURED RETENTION	\$ 10,000

XX UMBRELLA FORM

Underlying - General Liability, Automobile

OTHER THAN UMBRELLA FORM

Liability, Employers Liability, Stop Gap, Employee Ben. Liability

Policy # WVA1100024

STATUTORY LIMITS

WORKER'S COMPENSATION
AND
EMPLOYER'S LIABILITY

Stop Gap for Monopolistic States - \$500,000
NV, ND, OH, WA, WV, WY

EACH ACCIDENT	500,000
DISEASE-POLICY LIMIT	500,000
DISEASE-EACH EMPLOYEE	500,00

SPECIAL CONDITIONS/OTHER COVERAGES

POLICY # TBD

BOILER & MACHINERY - Property Damage Per Accident - \$5,200,000; Business Income including
Extra Expense - \$1,770,000; Sublimits: Water Damage, Ammonia Contamination, Expediting Exp
Hazardous Materials \$25,000; DEDUCTIBLES: PD Crushing Grinding Equip. \$10,000, \$5,000 All
Equip. BI/EE 5xADV Crushing/Grinding Equip. 3xADV All Other Equip.

NAME & ADDRESS

MORTGAGEE

ADDITIONAL INSURED

LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

VAN AMERICAN INSURANCE COMPANY

BOND QUESTIONNAIRE

Question #7

LISTING OF VIOLATIONS

BROHM MINING CORP. #439

**STATE OF SOUTH DAKOTA - DEPT OF ENV. AND NATURAL
RESOURCES**

12/01/87 *Complaint* - Construction of operation without adequate erosion and sedimentation controls; disturbed buffer area; and initiated construction of its process plant without approval of P &S.

 Informal Hearing - Civil penalty of \$10,000 imposed.

10/24/88 *Compliance Order* - Excessive flows in leach pad LDCRS.

 Informal Hearing - Brohm made repairs and relined pad during 1989

10/25/88 *NOV* - Failed to load leach pad in accordance with approved plans.

 Informal Hearing - Penalty of \$1,000 deposited in Regulated Response Fund.

11/01/88 *NOV* - Failed to report LDCRS flow of over 500 gallons per acre per day (gpad) within 24 hours and failed to shutdown pad as required by condition.

 Informal Hearing - Penalty of \$1,000 deposited in Regulated Response Fund.

12/29/89 *NOV* - Discharge of process solution to the alluvial aquifer.

 Informal Hearing - Penalty of \$4,800.

07/18/91 *NOV* - Discharge of process solution to the environment in June, 1991 (Violation of SDCL 45-6B).

NOV - Discharge of process solution to the environment and attendant water pollution in June, 1991 (Violation of Water Pollution Control Act, Surface Water Quality Standards, and Ground Water Quality Standards).

 Formal Hearing - Penalty reduction - Penalty of \$99,800 deposited in Regulated Substance Response Fund.

04/19/93 *NOV* - Discharge of Acid Mine Drainage into the environment in 1993 (Violation of SDCL 45-6B).

 Informal Hearing - Penalty None.

BROHM MINING CORP.

U.S. EPA - NPDES PERMIT #SD0026891

03/31/94 *Administrative Complaint* - Violation of Clean Water Act.

 Formal Hearing - Penalty \$125,000.

VAN AMERICAN INSURANCE COMPANY

BOND QUESTIONNAIRE

ESTIMATED COST PER TON DATA

ANCHOR HILL PROJECT
ESTIMATED OPERATING COSTS
UPDATED 8-23-94

	<u>Crush Ore</u>	<u>ROM Ore</u>	<u>Waste</u>
Reclamation	.07	.07	
Mining Cost	.80	.80	.80
Equip. Lease	.23	.23	.23
Crusher Feed	.25	-	
Crushing	.44	-	
Pad Load	.25	-	
Leaching	.42	.42	
Neutralization	.28	.28	
Precip.	.117	.117	
Refining	.055	.055	
Lab	.097	.097	
Mill General	.42	.218	
Eng./Geol.	.200	.120	
Envir./Safety	.138	.083	
Admin.	.500	.300	
Cost Per Ton	\$4.267	\$2.79	\$1.03

VAN AMERICAN INSURANCE COMPANY

BOND QUESTIONNAIRE

CERTIFIED CORPORATE FINANCIAL STATEMENTS

1993 ANNUAL REPORT TO SHAREHOLDERS

VAN AMERICAN INSURANCE COMPANY

BOND QUESTIONNAIRE

MINE PERMIT NO. 439

(includes ARD Plan)

10/20/94
15:27:05

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 1

ARM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: ABWEL A & B WELDING SUPPLY (800) 843-1300 EXT: 43

001633	001633	113153	08/30/94	INVOICE			285.90		
001634	001634	INTEREST	08/31/94	INVOICE			5.49		
001801	001801	SER.CHRG	09/30/94	INVOICE		9.85			
						301.24	9.85	291.39	0.00
									0.00

VENDOR: ALCOR AL CORNELLA REFRIEGERATION (605) 348-4684 EXT:

001723	001723	773702	09/12/94	INVOICE			734.72		
						734.72	0.00	734.72	0.00
									0.00

VENDOR: ANDER MYRON ANDERSEN

001778	001778	STMT	09/05/94	INVOICE			8798.32		
						8798.32	0.00	8798.32	0.00
									0.00

VENDOR: AQUA AQUA PURE WATER (605) 341-1947 EXT:

001636	001636	10458	08/25/94	INVOICE			139.00		
						139.00	0.00	139.00	0.00
									0.00

VENDOR: ARROW ARROWHEAD INDUSTRIAL WATER INC

001920	001920	H73063201	10/04/94	INVOICE		9000.00			
						9000.00	9000.00	0.00	0.00
									0.00

10/20/94
15:27:12

AGED PAYABLES REPORT BY: VENDOR KEY
BROHM MINING CORPORATION
AGING DATE: 10/20/94

PAGE 2

BEGINNING RANGE: <FIRST>

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: BIRS BIRSCHBACH EQUIPMENT (605) 348-6440 EXT:

001724	001724	R11088/4	09/10/94	INVOICE			1049.40		
001725	001725	R11088/4CM	09/20/94	INVOICE	-524.70				
001769	001769	88195R	09/01/94	INVOICE			85.21		
					609.91	-524.70	1134.61	0.00	0.00

VENDOR: BLACH BLACK HILLS CHEMICAL CO. (605) 342-0788 EXT:

001019	001019	638535	05/24/94	INVOICE					-1860.00
001020	001020	638371	05/19/94	INVOICE					936.16
001241	001241	638384	06/01/94	INVOICE					165.20
					-758.64	0.00	0.00	0.00	-758.64

VENDOR: BLATT D. H. BLATTNER & SONS. INC. (612) 356-7351 EXT:

001641	001641	10	08/02/94	INVOICE				106.08	
001642	001642	10	08/02/94	INVOICE				8475.56	
001643	001643	10	08/02/94	INVOICE				9319.96	
001644	001644	10	08/02/94	INVOICE				1815.84	
001770	001770	11	09/06/94	INVOICE			34481.20		
001771	001771	11	09/06/94	INVOICE			1123.20		
001787	001787	10	09/01/94	INVOICE			-19717.44		
001892	001892	SEPT-A	09/30/94	INVOICE	4373.20				
001895	001895	SEPT-D	09/30/94	INVOICE	12658.76				
					52636.36	17031.96	15886.96	19717.44	0.00

VENDOR: BLUES BLUES BUILDING CENTER (605) 578-2265 EXT:

001800	001800	68075	09/28/94	INVOICE	156.68				
					156.68	156.68	0.00	0.00	0.00

10/20/94

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 3

15:27:19

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: BOCGA BOC GASES (201) 464-8100 EXT:

001620	001620	1432673	08/10/94	INVOICE				2680.11	
001635	001635	1638280	08/29/94	INVOICE		2691.16			
					5371.27	0.00	2691.16	2680.11	0.00

VENDOR: BORDE BORDER STATES INDUSTRIES, INC. (605) 348-5104 EXT:

001921	001921	0930415435	10/01/94	INVOICE		3.03			
					3.03	3.03	0.00	0.00	0.00

VENDOR: BUTLE BUTLER MACHINERY

001726	001726	SC37190	09/01/94	INVOICE		7.66			
					7.66	0.00	7.66	0.00	0.00

VENDOR: CALCO CALCOMP INC. (714) 821-2000 EXT:

001684	001684	M712536	08/24/94	INVOICE		51.94			
001685	001685	CM712520	08/24/94	INVOICE		-83.48			
001779	001779	CM712519	09/01/94	INVOICE		-51.94			
001780	001780	M712537	09/01/94	INVOICE		51.94			
					-31.54	0.00	-31.54	0.00	0.00

VENDOR: CHADM CHADWICK & ASSOCIATES, INC. (303) 794-5530 EXT:

001772	001772	2054	09/08/94	INVOICE		1448.00			
					1448.00	0.00	1448.00	0.00	0.00

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: CLARK CLARK PRINTING (605) 642-4705 EXT:

001806	001806	2435	09/25/94	INVOICE		276.35			
						276.35	276.35	0.00	0.00

VENDOR: CMRI COLORADO MINERALS RESEARCH (303) 279-2581 EXT:

001632	001632	7477	08/31/94	INVOICE			4960.25		
001876	001876	7494	09/30/94	INVOICE		2476.78			
						7437.03	2476.78	4960.25	0.00

VENDOR: CONSU CONTRACTORS SUPPLY INC (605) 342-2811 EXT:

001807	001807	022629	09/26/94	INVOICE		262.88			
						262.88	262.88	0.00	0.00

VENDOR: CRESC CRESCENT ELECTRIC SUPPLY CO.

001727	001727	15-901179	09/20/94	INVOICE		5.46			
001808	001808	236037	09/20/94	INVOICE		638.53			
001809	001809	236272	09/20/94	INVOICE		31.22			
001918	001918	015237333	10/04/94	INVOICE		84.01			
001919	001919	015237330	10/04/94	INVOICE		152.06			
						911.28	911.28	0.00	0.00

VENDOR: CRUM CRUM ELECTRIC (800) 742-8906 EXT:

001810	001810	877478	09/29/94	INVOICE		146.63			
001811	001811	873060	09/07/94	INVOICE			31.29		
001812	001812	876074	09/22/94	INVOICE		40.87			
001813	001813	876616	09/26/94	INVOICE		40.50			
001814	001814	874974	09/16/94	INVOICE			22.67		
001815	001815	874944	09/16/94	INVOICE			76.70		
001816	001816	875190	09/19/94	INVOICE			22.05		
001817	001817	874466	09/14/94	INVOICE			16.42		

10/20/94

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 5

15:28:07

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
001818	001818		874463	09/14/94	INVOICE		15.27		
001916	001916		878948	10/06/94	INVOICE	199.56			
001917	001917		878953	10/06/94	INVOICE	516.78			
						1128.74	944.34	184.40	0.00

VENDOR: DAKBU DAKOTA BUSINESS CENTER (605) 342-8934 EXT:

001820	001820		1315	09/30/94	INVOICE	6.18			
						6.18	6.18	0.00	0.00

VENDOR: DEASU DEADWOOD SUPPLY (605) 578-2676 EXT:

001821	001821		147779	09/06/94	INVOICE		19.40		
001822	001822		149540	09/29/94	INVOICE	7.94			
001823	001823		149365	09/27/94	INVOICE	-15.90			
001824	001824		149329	09/27/94	INVOICE	86.71			
001825	001825		149276	09/26/94	INVOICE	42.09			
001826	001826		149099	09/22/94	INVOICE	1.30			
001827	001827		149018	09/22/94	INVOICE	29.93			
001828	001828		149089	09/22/94	INVOICE	19.76			
001829	001829		148949	09/21/94	INVOICE	18.70			
001830	001830		148900	09/20/94	INVOICE	14.83			
001831	001831		148840	09/20/94	INVOICE	56.17			
001832	001832		148656	09/16/94	INVOICE		48.66		
001833	001833		148755	09/19/94	INVOICE		28.85		
001834	001834		148523	09/15/94	INVOICE		50.32		
001835	001835		147980	09/08/94	INVOICE		33.34		
001836	001836		148304	09/12/94	INVOICE		50.04		
						492.14	261.53	230.61	0.00

VENDOR: DELTA DELTA LIGHTING PRODUCTS. INC. (215) 322-6210 EXT:

001773	001773		56758	09/01/94	INVOICE		591.54		
						591.54	0.00	591.54	0.00

10/20/94.

15:28:35

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 6

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: DONDV DONOVAN CONSTRUCTION (605) 642-1747 EXT:

001728	001728	2983	09/20/94	INVOICE	807.90				
001837	001837	03016	09/30/94	INVOICE	12970.95				
001838	001838	02993	09/27/94	INVOICE	2697.96				

16476.81	16476.81	0.00	0.00	0.00
----------	----------	------	------	------

VENDOR: DMCRA D & W CRANE & RIGGING, INC. (605) 342-8210 EXT:

001774	001774	13862	09/01/94	INVOICE	2683.20				
001819	001819	12182	09/23/94	INVOICE	2496.00				

5179.20	2496.00	2683.20	0.00	0.00
---------	---------	---------	------	------

VENDOR: ENERE ENERGY ELECTRIC COMPANY (307) 283-2233 EXT:

001711	001711	8487	08/23/94	INVOICE	22517.00				
--------	--------	------	----------	---------	----------	--	--	--	--

22517.00	0.00	22517.00	0.00	0.00
----------	------	----------	------	------

VENDOR: ENERG ENERGY LABORATORIES (307) 235-0515 EXT:

001915	001915	94095435	10/01/94	INVOICE	200.00				
--------	--------	----------	----------	---------	--------	--	--	--	--

200.00	200.00	0.00	0.00	0.00
--------	--------	------	------	------

VENDOR: ENVDE ENVIRONMENTAL DESIGN (307) 672-3793 EXT:

001777	001777	BR09402	09/10/94	INVOICE	3629.08				
--------	--------	---------	----------	---------	---------	--	--	--	--

3629.08	0.00	3629.08	0.00	0.00
---------	------	---------	------	------

10/20/94

15:29:00

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 7

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: FALCO FALCON PUMPS (307) 265-1207 EXT:

001689	001689	53984	08/24/94	INVOICE		2256.87			
001839	001839	54520	09/14/94	INVOICE		1008.45			
001840	001840	54970	09/28/94	INVOICE	130.52				
001889	001889	55050	09/30/94	INVOICE	255.84				
						3651.68	386.36	3265.32	0.00

VENDOR: FOOTH Foothills Seed, Inc. (605) 347-4578 EXT:

001729	001729	30710	09/15/94	INVOICE		206.97			
						206.97	0.00	206.97	0.00

VENDOR: FRONT FRONTIER PRECISION INC. (800) 359-3703 EXT:

001929	001929	K193659	10/01/94	INVOICE	34.55				
001930	001930	K193657	10/01/94	INVOICE	564.91				
						599.46	599.46	0.00	0.00

VENDOR: GELHA JAMES W. GELHAUS (406) 266-4486 EXT:

001692	001692	9408-04-1	08/31/94	INVOICE		1607.90			
001841	001841	9409041	09/30/94	INVOICE	1996.88				
						3604.78	1996.88	1607.90	0.00

VENDOR: GEOBI GEOPLOTICS, INC. (510) 783-9060 EXT:

001717	001717	0004	08/31/94	INVOICE		33848.00			
						33848.00	0.00	33848.00	0.00

10/20/94.

15:29:27

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 8

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: SHDIS 6 & H DISTRIBUTING INC.

001888	001888	64939	09/29/94	INVOICE		163.09			
					163.09	163.09	0.00	0.00	0.00

VENDOR: GILLE GILLETTE WINNELSON

001730	001730	39823	09/13/94	INVOICE			329.00		
001731	001731	8954 CM	09/02/94	INVOICE			-78.50		
001732	001732	8953 CM	09/02/94	INVOICE			-137.18		
001842	001842	040468	09/28/94	INVOICE		418.62			
001843	001843	040463	09/23/94	INVOICE		124.80			
001922	001922	039824	10/04/94	INVOICE		1848.85			
					2505.59	2392.27	113.32	0.00	0.00

VENDOR: GOBHG H.G. GOBLE COMPANY, INC. (303) 795-1336 EXT:

001710	001710	H1426	08/22/94	INVOICE			159.13		
					159.13	0.00	159.13	0.00	0.00

VENDOR: GODWI GODWIN PUMPS OF AMERICA, INC. (702) 467-3636 EXT:

001844	001844	135691	09/21/94	INVOICE		6011.37			
					6011.37	6011.37	0.00	0.00	0.00

VENDOR: GREAW GREAT WESTERN CHEMICAL (303) 373-9706 EXT:

001733	001733	940630	09/01/94	INVOICE			237.86		
001734	001734	940831	09/01/94	INVOICE			172.09		
001776	001776	46377	09/06/94	INVOICE			13572.00		
001869	001869	464010	09/12/94	INVOICE			-1419.18		
					12562.77	0.00	12562.77	0.00	0.00

20/94

29:54

AGED PAYABLES REPORT BY: VENDOR KEY

BROHM MINING CORPORATION

AGING DATE: 10/20/94

INNING RANGE: <FIRST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER
=====									
VENDOR: HANDY HANDY & HARMAN (212) 752-3400 EXT:									
001569	001569	1684	08/08/94	INVOICE				1245.80	
001627	001627	2071	08/30/94	INVOICE			3669.20		
001790	001790	2506	09/28/94	INVOICE		904.44			
001871	001871	02465	09/28/94	INVOICE		1791.69			
						7611.13	2696.13	3669.20	1245.80
									0.00

VENDOR: HILLS HILLS MATERIALS COMPANY (605) 342-3875 EXT:

001735	001735	8319499	09/01/94	INVOICE			9.42		
001845	001845	21808	09/23/94	INVOICE		128.00			
001867	001867	96738	09/17/94	INVOICE			443.92		
						581.34	128.00	453.34	0.00
									0.00

VENDOR: HILLT HILLS TIRE & SUPPLY

001736	001736	28704	09/20/94	INVOICE		379.48			
001737	001737	28068	09/02/94	INVOICE			243.80		
						623.28	379.48	243.80	0.00
									0.00

VENDOR: INDPR INDUSTRIAL PRODUCTS INC. (605) 342-3700 EXT:

001923	001923	SVC CHGE	10/01/94	INVOICE		3.46			
						3.46	3.46	0.00	0.00
									0.00

VENDOR: INLAN INLAND TRUCK PARTS

001924	001924	14-10706	10/01/94	INVOICE		146.21			
						146.21	146.21	0.00	0.00
									0.00

10/20/94

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 10

15:30:21

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: INSPE INSPECTORATE GRIFFITH USA. INC (201) 446-4000 EXT:

001870	001870		27903327	09/30/94	INVOICE	415.00			
						415.00	415.00	0.00	0.00

VENDOR: KARNS KARNS MACHINE (605) 578-1495 EXT:

001738	001738		16968	09/01/94	INVOICE		5.11		
						5.11	0.00	5.11	0.00

VENDOR: LANTR LAWRENCE COUNTY TREASURER (605) 578-1862 EXT:

001739	001739		TAXES	09/19/94	INVOICE		26487.82		
						26487.82	0.00	26487.82	0.00

VENDOR: LEGEN LEGEND METALLURGICAL LAB. INC. (702) 786-3003 EXT:

001740	001740		54162	09/15/94	INVOICE		190.95		
001741	001741		F53843	09/01/94	INVOICE		13.57		
						204.52	0.00	204.52	0.00

VENDOR: MIDTE MIDCONTINENT TESTING LAB (605) 348-0111 EXT:

001648	001648		9615	08/31/94	INVOICE		7977.96		
001649	001649		9615-A	08/31/94	INVOICE		371.49		
001846	001846		9701	09/30/94	INVOICE	541.78			
001847	001847		9701-A	09/30/94	INVOICE	1439.49			
001848	001848		9701-B	09/30/94	INVOICE	3544.20			
						13874.92	5525.47	8349.45	0.00

AGED PAYABLES REPORT BY: VENDOR KEY

15:30:47

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE:

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER
------	--------	-------	-------------	------	------	--------	---------	---------	------

VENDOR: NALCO NALCO CHEMICAL COMPANY (708) 305-1000 EXT:

001630	001630	M3478	08/09/94	INVOICE					-130.50
<hr/>									
				-130.50	0.00	0.00		-130.50	0.00

VENDOR: NEWARK NEWARK ELECTRONICS (800) 835-3905 EXT:

001272	001272	STMT	06/27/94 INVOICE		-44.06
			-44.06	0.00	0.00
				0.00	-44.06

VENDOR: NOPIP NORTHWEST PIPE FITTINGS (605) 342-5587 EXT:

001775	001775	81961	09/01/94	INVOICE		197.85			
001849	001849	086702	09/20/94	INVOICE	469.98				
001877	001877	FIN CHGE	09/30/94	INVOICE	9.18				
001886	001886	067992	09/30/94	INVOICE	986.71				
001890	001890	086473	09/19/94	INVOICE		283.84			

					1947.56	1465.87	481.69	0.00	0.00

VENDOR: NORTH NORTHERN BALANCE & SCALE, INC. (612) 881-7716 EXT:

001742	001742	4631	09/09/94 INVOICE		326.68				

			326.68	0.00	326.68	0.00	0.00	0.00	

VENDOR: NORWE NORWEST BANK SOUTH DAKOTA (605) 578-3400 EXT:

001905	001905	FUTA 3RD Q 10/20/94	INVOICE	27.84					
				27.84	27.84	0.00	0.00	0.00	

10/20/94.

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 12

15:31:12

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: DEARE DEA RESEARCH (406) 443-5560 EXT:

001743	001743	234.12fc	09/03/94	INVOICE		3740.53			
001744	001744	234.12fc	09/03/94	INVOICE		2374.86			
001850	001850	234.13	09/26/94	INVOICE	3344.39				
					9459.78	3344.39	6115.39	0.00	0.00

VENDOR: OLSTE OLSTEN OF RAPID CITY (605) 348-8010 EXT:

001745	001745	525-07882	09/04/94	INVOICE		339.77			
001746	001746	525-07888	09/04/94	INVOICE		521.67			
001747	001747	525-07884	09/04/94	INVOICE		812.70			
001748	001748	525-07883	09/04/94	INVOICE		175.90			
001749	001749	525-07885	09/04/94	INVOICE		308.88			
001750	001750	525-07886	09/04/94	INVOICE		818.53			
001751	001751	525-07887	09/04/94	INVOICE		439.30			
001852	001852	52507933	09/18/94	INVOICE		566.28			
001853	001853	52507934	09/18/94	INVOICE		658.94			
001854	001854	52507912	09/11/94	INVOICE		612.27			
001855	001855	52507935	09/18/94	INVOICE		25.40			
001856	001856	52507909	09/11/94	INVOICE		374.61			
001857	001857	52507908	09/11/94	INVOICE		72.94			
001858	001858	52507907	09/11/94	INVOICE		411.84			
001859	001859	52507936	09/18/94	INVOICE		566.28			
001860	001860	52507938	09/18/94	INVOICE		439.30			
001861	001861	52507937	09/18/94	INVOICE		439.30			
001862	001862	52507911	09/11/94	INVOICE		351.44			
001863	001863	52507910	09/11/94	INVOICE		566.28			
001880	001880	0525-07967	09/25/94	INVOICE	661.69				
001881	001881	0525-07965	09/25/94	INVOICE	823.68				
001882	001882	0525-07964	09/25/94	INVOICE	566.28				
001883	001883	0525-07968	09/25/94	INVOICE	669.93				
001884	001884	0525-07966	09/25/94	INVOICE	411.84				
					11635.05	3133.42	8501.63	0.00	0.00

VENDOR: OSBOR H.C. OSBORNE & ASSOCIATES

001716	001716	AUGUST	08/31/94	INVOICE		2055.84			
001908	001908	SEPT SVCS	10/10/94	INVOICE	963.06				
					3018.90	963.06	2055.84	0.00	0.00

10/20/94

15:31:43

AGED PAYABLES REPORT BY: VENDOR KEY

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: PUMPS PUMPS PLUS, INC. (303) 451-7677 EXT: 625

001851	001851	8111	09/21/94	INVOICE		544.77			
						544.77	544.77	0.00	0.00

VENDOR: REELI REEL INDUSTRIAL SUPPLY (605) 343-9393 EXT:

001762	001762	FC08940035	09/01/94	INVOICE			9.83		
001864	001864	FIN.CHRG	09/27/94	INVOICE		10.51			
001927	001927	230866	10/05/94	INVOICE		140.40			
						160.74	150.91	9.83	0.00

VENDOR: REGAL REGAL COMPUTER, INC. (605) 342-0935 EXT:

001761	001761	FC09940032	09/15/94	INVOICE			4.77		
						4.77	0.00	4.77	0.00

VENDOR: RICER RICER CO. (605) 348-5248 EXT:

001756	001756	LATE CHG	09/01/94	INVOICE			30.37		
001757	001757	LATE CHG	09/01/94	INVOICE			15.07		
001758	001758	LATE CHG	09/01/94	INVOICE			6.68		
001759	001759	LATE CHG	09/01/94	INVOICE			45.88		
001760	001760	LATE CHG	09/01/94	INVOICE			22.40		
						120.40	0.00	120.40	0.00

VENDOR: ROUBA ROUBAIX REPAIR (605) 578-3044 EXT:

001874	001874	1067	09/19/94	INVOICE			476.70		
001878	001878	1077	09/28/94	INVOICE		143.69			
						620.39	143.69	476.70	0.00

10/20/94.
15:32:10

AGED PAYABLES REPORT BY: VENDOR KEY
BROHM MINING CORPORATION

PAGE 14

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: RUSHG RUSHMORE GLOVES, INC. (605) 341-0567 EXT:

001673	001673	100625	08/30/94	INVOICE		216.02			
					216.02	0.00	216.02	0.00	0.00

VENDOR: SAFEM SAFETYMASTER (406) 248-8098 EXT:

001765	001765	168424	09/14/94	INVOICE		296.80			
					296.80	0.00	296.80	0.00	0.00

VENDOR: SANIT SANITO OIL COMPANY (605) 578-2773 EXT:

001879	001879	SEPT FUEL	09/30/94	INVOICE		3128.05			
					3128.05	3128.05	0.00	0.00	0.00

VENDOR: SDMIN S D MINING ASSOCIATION

001904	001904	JANKLOW	10/17/94	INVOICE		1000.00			
001928	001928	DUES-OCT	10/01/94	INVOICE		750.00			
					1750.00	1750.00	0.00	0.00	0.00

VENDOR: SDUNE SD UNEMPLOYMENT INSURANCE DIV. (605) 622-2312 EXT:

001906	001906	SUI 3RD Q	10/20/94	INVOICE		34.82			
					34.82	34.82	0.00	0.00	0.00

10/20/94

15:32:35

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 15

BROHM MINING CORPORATION

BEGINNING RANGE: <FIRST>

AGING DATE: 10/20/94

ENDING RANGE: <LAST>

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: SERVA SERVALL TOWEL & LINEN SUPPLY (605) 343-0680 EXT:

001926	001926	217565	10/05/94	INVOICE		173.61			
						173.61	173.61	0.00	0.00

VENDOR: SHAW DOUGLAS R. SHAW (303) 670-0956 EXT:

001628	001628	94-023	08/31/94	INVOICE			400.00		
001875	001875	94-027	09/30/94	INVOICE		880.00			
						1280.00	880.00	400.00	0.00

VENDOR: SOUTH SOUTHSIDE SERVICE (605) 578-1857 EXT:

001677	001677	10049	08/23/94	INVOICE			482.57		
						482.57	0.00	482.57	0.00

VENDOR: STEFF STEFFEN. ROBERTSON. & KIRSTEN (303) 985-1333 EXT:

001501	001501	10524	07/12/94	INVOICE					1844.15
001594	001594	10553	08/22/94	INVOICE			5738.73		
001624	001624	10552	08/22/94	INVOICE			2317.28		
						9900.16	0.00	8056.01	0.00

VENDOR: TRUHE MARVIN TRUHE (605) 342-2800 EXT:

001595	001595	70	08/02/94	INVOICE				3288.82	
001789	001789	71	09/07/94	INVOICE			2789.65		
						6078.47	0.00	2789.65	3288.82

10/20/94

AGED PAYABLES REPORT BY: VENDOR KEY

PAGE 16

15:33:00

BROHM MINING CORPORATION

BEGINNING RANGE: (FIRST)

AGING DATE: 10/20/94

ENDING RANGE: (LAST)

DOC#	APPLY#	P.O.#	INVOICE NO.	DATE	TYPE	0 - 30	31 - 60	61 - 90	OVER 90
------	--------	-------	-------------	------	------	--------	---------	---------	---------

VENDOR: TURBI TURBIVILLE INDUSTRIAL (605) 892-3976 EXT:

001891	001891	5268	09/30/94	INVOICE		1321.61			
					1321.61	1321.61	0.00	0.00	0.00

VENDOR: VWRSC VWR SCIENTIFIC INC. (800) 332-0211 EXT:

001680	001680	18314190	08/30/94	INVOICE		474.61			
001681	001681	18314200	08/30/94	INVOICE		36.04			
001763	001763	17138580	09/06/94	INVOICE		537.46			
001764	001764	18581220	09/06/94	INVOICE		373.09			
					1421.20	0.00	1421.20	0.00	0.00

VENDOR: WATER WATERLINE ENVIROTECH LTD (206) 676-9635 EXT:

001682	001682	09820	08/17/94	INVOICE		552.78			
					552.78	0.00	0.00	552.78	0.00

VENDOR: WESIN WESTERN INDUSTRIES (406) 232-1680 EXT:

001768	001768	8602-IN	09/14/94	INVOICE		394.34			
001866	001866	8663	09/27/94	INVOICE		1575.68			
					1970.02	1575.68	394.34	0.00	0.00

COMPANY TOTALS:

306088.30	88469.87	189222.53	27354.45	1041.45
-----------	----------	-----------	----------	---------